EXECUTION VERSION

FIRST LIEN BRIDGE CREDIT AGREEMENT

Dated as of March 8, 2019,

Among

BERRY GLOBAL GROUP, INC.,

BERRY GLOBAL, INC.,
as Borrower,

THE LENDERS PARTY HERETO,

GOLDMAN SACHS BANK USA
as Administrative Agent

GOLDMAN SACHS BANK USA
and
WELLS FARGO SECURITIES, LLC
as Joint Bookrunners

GOLDMAN SACHS BANK USA
and
WELLS FARGO SECURITIES, LLC
as Joint Lead Arrangers

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This FIRST LIEN BRIDGE CREDIT AGREEMENT is entered into as of March 8, 2019 (this "Agreement"), among BERRY GLOBAL GROUP, INC., a Delaware corporation ("Holdings"), BERRY GLOBAL, INC., a Delaware corporation ("Berry" or the "Borrower"), the LENDERS party hereto from time to time and GOLDMAN SACHS BANK USA, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Lenders.

WHEREAS, Holdings, the Borrower, the lenders and agents named therein, and Credit Suisse AG, Cayman Islands Branch, as administrative agent for such lenders, are parties to that certain Second Amended and Restated Credit Agreement dated as of April 3, 2007 (the "Original Agreement Date") (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement");

WHEREAS, Holdings, the Borrower, the other borrowers party thereto from time to time, the lenders party thereto from time to time, Bank of America, N.A., as administrative agent, and the other parties thereto are parties to that certain Revolving Credit Agreement dated as of May 18, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Existing ABL Agreement");

WHEREAS, on the Closing Date, the Borrower shall acquire (the "Acquisition"), indirectly through a newly incorporate special purpose vehicle, Berry Global International Holdings Limited("Acquisition SPV"), up to 100% of the outstanding shares of RPC Group plc, a public limited company incorporated in England and Wales with registration number 11832875 (the "Target"), which may be effected by means of a Scheme (as defined herein) under which the Target Shares will be transferred and the Borrower will, directly or indirectly, become the holder of such transferred Target Shares) or pursuant to a public offer by, or made on behalf of, the Borrower in accordance with the Takeover Code (as defined herein) and the provisions of the Companies Act of 2006 for the Borrower to acquire, directly or indirectly, all of the Target Shares by way of an Offer;

WHEREAS, in connection with the Acquisition, the Borrower desires to obtain (A) (i) funding a term loan credit facility under the Term Loan Credit Agreement (as defined herein) in an aggregate principal amount of £400,000,000 (the "Initial Sterling Term Facility" and the loans thereunder "the "Initial Sterling Term Loans"), (ii) funding a term loan credit facility under the Term Loan Credit Agreement in an aggregate principal amount of €2,500,000,000 (the "Initial Euro Term Facility" and the loans thereunder the "Initial Euro Term Loans"), (iii) Bridge Euro Term Loans hereunder in an aggregate principal amount of €1,500,000,000, (iv) Bridge Sterling Term Loans hereunder in an aggregate principal amount of £300,000,000 and (v) funding under a senior secured second lien bridge credit facility in an aggregate principal amount of $1,275,000,000 (the "Second Lien Bridge Credit Facility), in each case, the proceeds of which will be used to purchase the Target Shares, refinance existing debt of the Target and pay fees and expenses related to the foregoing; and (B) in each case, under the Term Loan Credit Agreement, (i) $1,545,000,000 in aggregate principal amount of term loan commitments under a new term loan facility to backstop any refinancing of the existing Term Q Loans (the "Backstop Term Q Facility"), (ii) $493,000,000 in aggregate principal amount of term loan commitments under a new term loan facility to backstop any refinancing of the existing Term R Loans (the "Backstop Term R Facility"), (iii) $814,000,000 in aggregate principal amount of term loan commitments under a new term loan facility to backstop any refinancing of the existing Term T Loans (the "Backstop Term T Facility"), (iv) $700,000,000 in aggregate principal amount of term loan commitments under a new term loan facility to backstop any refinancing of the existing Term S Loans (the "Backstop Term S Facility") and, together with cash on hand, pay any fees or expenses in connection with the foregoing.

NOW, THEREFORE, the Borrower, the Lenders and the other parties hereto hereby agree, effective as of the Effective Date and upon fulfillment of the conditions set forth herein, as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below:

"ABL Assets" shall mean any Accounts and Inventory (as such terms are defined in the Revolving Credit Agreement) of the Borrower or any Subsidiary.

"ABR" shall mean, for any day, a fluctuating rate per annum equal to the highest of (a) the Federal Funds Effective Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as announced from time to time by Credit Suisse as its "prime rate" at its principal office in New York, New York and notified to the Borrower (the "Prime Rate") and (c) the daily ICE LIBOR (as defined below) (provided that, for the avoidance of doubt, the ICE LIBOR for any day shall be based on the rate determined on such day at approximately 11:00 a.m., London time) for a one month interest period plus 1%. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate for Dollar denominated Loans shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively.

"ABR Borrowing" shall mean a Borrowing comprised of ABR Loans.

"ABR Loan" shall mean any Term Loan bearing interest at a rate determined by reference to the ABR in accordance with the provisions of Article II.

"Acquisition" shall have the meaning assigned to such term in the recitals hereto.

"Acquisition Documents" shall mean (i) if the Acquisition is to be effected by means of the Scheme, the Scheme Documents; or (ii) if the Acquisition is to be effected by means of the Offer, the Offer Documents.

"Acquisition SPV" shall have the meaning assigned to such term in the recitals hereto.

"Additional Mortgage" shall have the meaning assigned to such term in Section 5.10(c).

"Adjusted LIBO Rate" shall mean, (i) with respect to any Eurocurrency Borrowing for any Interest Period to the extent denominated in Dollars, an interest rate per annum equal to (a) the LIBO Rate in effect for such Interest Period divided by (b) one minus the Statutory Reserves applicable to such Eurocurrency Borrowing, if any and (ii) with respect to any Eurocurrency Borrowing for any Interest Period to the extent denominated in Sterling, an interest rate per annum equal to (a) the LIBO Rate in effect for such Interest Period divided by (b) one minus the Statutory Reserve applicable to such Eurocurrency Borrowing, if any.

"Administrative Agent" shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

"Administrative Questionnaire" shall mean an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified.

"Agents" shall mean the Administrative Agent and the Collateral Agent.

"Agreement" shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

"Applicable Bond Standard" shall mean, with respect to the terms of any Demand Securities issued in connection with any Take-Out Financing or any Permanent Securities, the New First Lien Notes and the New First Lien Notes Indenture and the documentation entered into in connection with the issuance of the New First Lien Notes on the issue date.

"Applicable Margin" shall mean for any day:

(a) with respect to the Bridge Euro Term Loans, 3.25% per annum ;

(b) with respect to the Bridge Sterling Term Loans, 4.00% per annum.

If the Bridge Term Loans are not paid in full within the three-month period following the Closing Date, the Applicable Margin will increase by 0.50% per annum at the end of such three-month period and shall increase by an additional 0.50% per annum at the end of each three-month period thereafter until the Bridge Euro Term Facility Maturity Date or the Bridge Sterling Term Facility Maturity Date, as applicable, but not in excess of the First Lien Bridge Euro Total Cap or the First Lien Bridge Sterling Total Cap, as applicable. On and after the Bridge Euro Term Facility Maturity Date or Bridge Sterling Term Facility Maturity Date, as applicable, the Applicable Margin shall mean the First Lien Bridge Euro Total Cap or the First Lien Bridge Sterling Total Cap, as applicable.

"Approved Fund" shall have the meaning assigned to such term in Section 9.04(b).

"Asset Sale" shall mean any loss, damage, destruction or condemnation of, or any sale, transfer or other disposition (including any sale and leaseback of assets and any mortgage or lease of real property) to any person of any asset or assets of the Borrower or any Subsidiary, including any disposition of property to a Delaware Divided LLC pursuant to a Delaware LLC Division.

"Assignee" shall have the meaning assigned to such term in Section 9.04(b)(i).

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an Assignee, and accepted by the Administrative Agent and the Borrower (if required by such assignment and acceptance), in the form of Exhibit A or such other form as shall be approved by the Administrative Agent.

"Backstop Term Q Facility" shall have the meaning assigned to such term in the recitals hereto.

"Backstop Term R Facility" shall have the meaning assigned to such term in the recitals hereto.

"Backstop Term S Facility" shall have the meaning assigned to such term in the recitals hereto.

"Backstop Term T Facility" shall have the meaning assigned to such term in the recitals hereto.

"Bail-In Action" shall mean the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" shall mean, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the IRS Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the IRS Code) the assets of any such "employee benefit plan" or "plan".

"Berry" shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

"Berry Plastics" means Berry Plastics Opco, Inc., that certain wholly owned subsidiary of Berry.

"Board" shall mean the Board of Governors of the Federal Reserve System of the United States of America.

"Board of Directors" shall mean as to any person, the board of directors or other governing body of such person, or, if such person is owned or managed by a single entity, the board of directors or other governing body of such person.

"Borrower" shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

"Borrower Materials" shall have the meaning assigned to such term in Section 9.17.

"Borrowing" shall mean a group of Loans of a single Type and made on a single date and, in the case of Eurocurrency Loans, as to which a single Interest Period is in effect.

"Borrowing Minimum" shall mean, with respect to the Bridge Euro Term Loans, €5.0 million and, with respect to the Bridge Sterling Term Loans, £5.0 million.

"Borrowing Multiple" shall mean, with respect to the Bridge Euro Term Loans, €1.0 million and, with respect to the Bridge Sterling Term Loans, £1.0 million.

"Borrowing Request" shall mean a request by the Borrower in accordance with the terms of Section 2.03 and substantially in the form of Exhibit C.

"Bridge Euro Term Borrowing" shall mean a Borrowing comprised of Bridge Euro Term Loans.

"Bridge Sterling Term Borrowing" shall mean a Borrowing compromised of Bridge Sterling Term Loans.

"Bridge Term Borrowing" shall mean any Bridge Euro Term Borrowing or Bridge Sterling Term Borrowing.

"Bridge Euro Term Facility" shall mean the Bridge Euro Term Loan Commitments and the Bridge Euro Term Loans made hereunder.

"Bridge Sterling Term Facility" shall mean the Bridge Sterling Term Loan Commitments and the Bridge Sterling Term Loans made hereunder.

"Bridge Euro Term Facility Maturity Date" shall mean the date that is the one year anniversary of the Closing Date.

"Bridge Sterling Term Facility Maturity Date" shall mean the date that is the one year anniversary of the Closing Date.

"Bridge Euro Term Lender" shall mean a Lender with a Bridge Euro Term Loan Commitment or an outstanding Bridge Euro Term Loan.

"Bridge Sterling Term Lender" shall mean a Lender with a Bridge Sterling Term Loan Commitment or an outstanding Bridge Sterling Term Loan.

"Bridge Euro Term Loan Commitment" shall mean with respect to each Lender, the commitment of such Lender to make Bridge Euro Term Loans as set forth in Section 2.01(a). The initial amount of each Lender's Bridge Euro Term Loan Commitment is set forth on Schedule 2.01, or in the Assignment and Acceptance. The aggregate amount of the Bridge Euro Term Loan Commitments on the Effective Date is €1,500,000,000.

"Bridge Sterling Term Loan Commitment" shall mean with respect to each Lender, the commitment of such Lender to make Bridge Sterling Term Loans as set forth in Section 2.01(b). The initial amount of each Lender's Bridge Sterling Term Loan Commitment is set forth on Schedule 2.01, or in the Assignment and Acceptance. The aggregate amount of the Bridge Sterling Term Loan Commitments on the Effective Date is £300,000,000.

"Bridge Term Facilities" shall mean the Bridge Euro Term Facility and the Bridge Sterling Term Facility.

"Bridge Term Loans" shall mean the Bridge Euro Term Loans and the Bridge Sterling Term Loans.

"Budget" shall have the meaning assigned to such term in Section 5.04(e).

"Business Day" shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or in London are authorized or required by law to remain closed; provided, that when used in connection with a Eurocurrency Loan, the term "Business Day" shall also

exclude any day on which banks are not open for dealings in deposits in the applicable currency in the London interbank market.

"Capital Expenditures" shall mean, for any person in respect of any period, the aggregate of all expenditures incurred by such person during such period that, in accordance with GAAP, are or should be included in "additions to property, plant or equipment" or similar items reflected in the statement of cash flows of such person, provided, however, that Capital Expenditures for the Borrower and the Subsidiaries shall not include:

(a) expenditures to the extent they are made with proceeds of the issuance of Equity Interests of Holdings after the Effective Date or funds that would have constituted any Net Proceeds under clause (a) of the definition of the term "Net Proceeds" (but for the application of the first proviso to such clause (a)),

(b) expenditures with proceeds of insurance settlements, condemnation awards and other settlements in respect of lost, destroyed, damaged or condemned assets, equipment or other property to the extent such expenditures are made to replace or repair such lost, destroyed, damaged or condemned assets, equipment or other property or otherwise to acquire, maintain, develop, construct, improve, upgrade or repair assets or properties useful in the business of the Borrower and the Subsidiaries within 15 months of receipt of such proceeds (or, if not made within such period of 15 months, are committed to be made during such period),

(c) interest capitalized during such period,

(d) expenditures that are accounted for as capital expenditures of such person and that actually are paid for by a third party (excluding Holdings, the Borrower or any Subsidiary thereof) and for which neither Holdings, the Borrower nor any Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other person (whether before, during or after such period),

(e) the book value of any asset owned by such person prior to or during such period to the extent that such book value is included as a capital expenditure during such period as a result of such person reusing or beginning to reuse such asset during such period without a corresponding expenditure actually having been made in such period; provided, that (i) any expenditure necessary in order to permit such asset to be reused shall be included as a Capital Expenditure during the period that such expenditure actually is made and (ii) such book value shall have been included in Capital Expenditures when such asset was originally acquired,

(f) the purchase price of equipment purchased during such period to the extent the consideration therefor consists of any combination of (i) used or surplus equipment traded in at the time of such purchase and (ii) the proceeds of a concurrent sale of used or surplus equipment, in each case, in the ordinary course of business,

(g) Investments in respect of a Permitted Business Acquisition,

(h) the Acquisition, or

(i) the purchase of property, plant or equipment made within 15 months of the sale of any asset to the extent purchased with the proceeds of such sale (or, if not made within such period of 15 months, to the extent committed to be made during such period).

"Capital Lease Obligations" of any person shall mean the obligations of such person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such person under GAAP and, for purposes hereof, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Cash Interest Expense" shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis for any period, Interest Expense for such period, less the sum of, without duplication, (a) pay in kind Interest Expense or other noncash Interest Expense (including as a result of the effects of purchase accounting), (b) to the extent included in Interest Expense, the amortization of any financing fees paid by, or on behalf of, the Borrower or any Subsidiary, including such fees paid in connection with the Transactions or upon entering into a Permitted Receivables Financing, (c) the amortization of debt discounts, if any, or fees in respect of Swap Agreements and (d) cash interest income of Borrower and its Subsidiaries for such period; provided, that Cash Interest Expense shall exclude any one time financing fees, including those paid in connection with the Transactions, or upon entering into a Permitted Receivables Financing or any amendment of this Agreement.

"Certain Funds Credit Extension" means any Bridge Term Borrowing made or to be made during the Certain Funds Period.

"Certain Funds Default" means, in each case, an Event of Default arising under sub-paragraph (i) to (vii) below but only to the extent that such Event of Default relates to, or is made in relation to, Holdings, the Borrower, Berry Plastics or Acquisition SPV (and not in respect of any member of the Target Group or any subsidiary of Holdings (other than the Borrower, Berry Plastics or Acquisition SPV) and excluding any procurement obligation on the part of Holdings, the Borrower, Berry Plastics or Acquisition SPV in respect of any member of the Target Group or any subsidiary of Holdings (other than the Borrower, Berry Plastics or Acquisition SPV):

(i) Section 7.01(a) (but only to the extent arising from a Certain Funds Representation);

(ii) Section 7.01(b);

(iii) Section 7.01(c) (but only with respect to a default in the payment of any interest on any Loan or in the payment of any fee due to any Lender, Agent or Joint Lead Arranger under any Fee Letter);

(iv) Section 7.01(d) (but only with respect to Section 5.01(a) (solely as it relates to the Borrower's, Berry Plastics' and Acquisition SPV's existence, Section 5.08(a), Section 5.11 (other than Sections 5.11(d), (e) or (h)), Section 6.01, Section 6.02, Section 6.04, Section 6.05, Section 6.06);

(v) Section 7.01(g) (but only in respect of clauses (a)(i) and (a)(iii) of the definition of Change in Control);

(vi) Section 7.01(h) (but excluding, in relation to involuntary proceedings, any Event of Default caused by a frivolous or vexatious (and, in either case, lacking in merit) action, proceeding or petition in respect of which no order or decree in respect of such involuntary proceeding shall have been entered);

(vii) Section 7.01(i); or

(viii) Section 7.01(l).

"Certain Funds Period" means the period beginning on the Effective Date and ending on the earliest to occur of:

(a) where the Acquisition proceeds by way of a Scheme, the earliest of: (i) the tenth Business Day following the Effective Date if the Rule 2.7 Announcement has not been made; (ii) the date on which the Scheme lapses or is withdrawn with the consent of the Takeover Panel or by order of the Court (unless, on or prior to that date, Acquisition SPV has notified the Joint Lead Arrangers that it intends to launch an Offer and the Rule 2.7 Announcement for the Offer has been released); (iii) the date on which the Target has become a direct or indirect wholly owned subsidiary of Holdings and all of the consideration payable under the Acquisition in respect of the shares of the Target or proposals made or to be made under Rule 15 of the Takeover Code in connection with the Acquisition, has in each case been paid in full, including in respect of (A) the acquisition of any shares in the Target to be acquired after the Closing Date (including pursuant to the Target's amended articles of association), and (B) any proposal made or to be made in connection with the Acquisition pursuant to Rule 15 of the Takeover Code; and (iv) if the Scheme has not become effective prior to such time, 11:59 p.m. (London time) on the Longstop Date (or such later date as may be agreed by the Administrative Agent (acting on the instructions of all Lenders)), or

(b) where the Acquisition is to be consummated pursuant to an Offer, the earliest of: (i) the tenth Business Day following the Effective Date if the Rule 2.7 Announcement has not been made; (ii) the date on which the Offer lapses, terminates or is withdrawn with the consent of the Takeover Panel or a court order (unless, on or prior to that date, Acquisition SPV has notified the Joint Lead Arrangers that it intends to launch a Scheme and the Rule 2.7 Announcement for the Scheme has been released); (iii) the date on which the Target has become a direct or indirect wholly owned subsidiary of Holdings and all of the consideration payable under the Offer in respect of the shares of the Target or proposals made or to be made under Rule 15 of the Takeover Code in connection with the Acquisition, has in each case been paid in full, including in respect of (A) the acquisition of any shares in the Target to be acquired after the Closing Date (including pursuant to a Squeeze-Out Procedure), and (B) any proposal made or to be made in connection with the Acquisition pursuant to Rule 15 of the Takeover Code; and (iv) if the Offer has not been declared wholly unconditional prior to such time, 11:59 p.m. (London time) on the Longstop Date (or such later date as may be agreed by the Administrative Agent (acting on the instructions of all Lenders));

provided that a switch from a Scheme to an Offer or from an Offer to a Scheme (or, for the avoidance of doubt, any amendments to the terms or conditions of a Scheme or an Offer) shall not constitute a lapse, termination or withdrawal for the purpose of this definition.

"Certain Funds Representations" means the representations and warranties contained in Section 3.01(a), Section 3.01(c), Section 3.02(a), Section 3.02(b)(i) (but excluding the representation and warranty under Section 3.02(b)(i)(C)), except to the extent such representation and warranty relates to a violation of any existing debt finance documents entered into by Holdings, the Borrower, the Acquisition SPV or Berry Plastics, in each case on or before the Effective Date), Section 3.02(b)(ii) (only to the extent such representation and warranty relates to any existing debt finance documents entered into by Holdings, the Borrower, Acquisition SPV or Berry Plastics, in each case on or before the Effective Date, Section 3.03, Section 3.04, Section 3.10(b), Section 3.11, and Section 3.26 in each case with respect to Holdings, the Borrower, Berry Plastics and Acquisition SPV only (and not in respect of any member of the Target Group or Contributed Group or any other Restricted Subsidiary and excluding any procurement obligation on the part of the Original Obligors in respect of any member of the Target Group or any subsidiary of Holdings (other than the Borrower, Berry Plastics or Acquisition SPV)).

A "Change in Control" shall be deemed to occur if:

(a) at any time, (i) Holdings shall fail to own, directly or indirectly, beneficially and of record, 100% of the issued and outstanding Equity Interests of the Borrower, (ii) a majority of the seats (other than vacant seats) on the Board of Directors of Holdings shall at any time be occupied by persons who were neither (A) nominated by the board of directors of Holdings or a member of the Management Group, (B) appointed by directors so nominated nor (C) appointed by a member of the Management Group or (iii) the Borrower shall fail to own, directly or indirectly, beneficially and of record, 100% of the issued and outstanding Equity Interests of Berry Plastics and/or Acquisition SPV;

(b) [reserved]; or

(c) any person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Effective Date) shall have acquired beneficial ownership of 35% or more on a fully diluted basis of the voting interest in Holdings' Equity Interests.

"Change of Control Offer" shall have the meaning assigned to such term in Section 2.22(b).

"Change of Control Payment" shall have the meaning assigned to such term in Section 2.22(a).

"Change of Control Payment Date" shall have the meaning assigned to such term in Section 2.22(b)(iii).

"Change in Law" shall mean (a) the adoption of any law, rule or regulation after the Effective Date, (b) any change in law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Effective Date or (c) compliance by any Lender (or, for purposes of Section 2.15(b), by any Lending Office of such Lender or by such Lender's holding company, if any) with any written request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Effective Date.

"Charges" shall have the meaning assigned to such term in Section 9.09.

"Closing Date" shall mean the first date on which the conditions set forth in Section 4.02 have been satisfied (or waived in accordance with the terms herein).

"Collateral" shall mean all the "Collateral" as defined in any Security Document and shall also include the Mortgaged Properties and all other property that is subject to any Lien in favor of the Collateral Agent or any Subagent for the benefit of the Lenders pursuant to any Security Documents.

"Collateral Agent" means the party acting as collateral agent for the Secured Parties under the Security Documents. On the Effective Date, the Collateral Agent is the same person as the Administrative Agent. Unless the context otherwise requires, the term "Administrative Agent" as used herein shall, unless the context otherwise requires, include the Collateral Agent, notwithstanding various specific references to the Collateral Agent herein.

"Collateral Agreement" shall mean the First Lien Guarantee and Collateral Agreement, dated as of the date hereof, as amended, supplemented or otherwise modified from time to time, in the form of Exhibit E, among Holdings, the Borrower, each Subsidiary Loan Party and the Collateral Agent.

"Collateral and Guarantee Requirement" shall mean the requirement that:

(a) on the Effective Date, the Collateral Agent shall have received (i) from Holdings, the Borrower and each Person that is a Subsidiary Loan Party pursuant to clause (a) of the definition thereof, a counterpart of the Collateral Agreement duly executed and delivered on behalf of such Person and (ii) an Acknowledgment and Consent in the form attached to the Collateral Agreement, executed and delivered by each issuer of Pledged Collateral (as defined in the Collateral Agreement) on the Effective Date, if any, that is not a Loan Party;

(b) on or before the Effective Date, (i) the Collateral Agent shall have received (A) a pledge of all the issued and outstanding Equity Interests of (x) the Borrower and (y) each Person that is a Domestic Subsidiary on the Effective Date (other than Subsidiaries listed on Schedule 1.01(a)) owned on the Effective Date directly by or on behalf of the Borrower or any Subsidiary Loan Party and (B) a pledge of 65% of the outstanding Equity Interests of (1) each "first tier" Foreign Subsidiary directly owned by any Loan Party (except for NIM Holdings Limited, Berry Plastics Asia Pte. Ltd., and Ociesse s.r.l., Berry Plastics Acquisition Corporation II, and Berry Plastics Acquisition Corporation XIV, LLC), and (2) each "first tier" Qualified CFC Holding Company directly owned by any Loan Party and (ii) the Collateral Agent (or its bailee pursuant to the Senior Fixed Collateral Intercreditor Agreement or the Senior Lender Intercreditor Agreement) shall have received all certificates or other instruments (if any) representing such Equity Interests, together with stock powers or other instruments of transfer with respect thereto endorsed in blank;

(c) (i) all Indebtedness of the Borrower and each Subsidiary having, in the case of each instance of Indebtedness, an aggregate principal amount in excess of $5.0 million (other than (A) intercompany current liabilities incurred in the ordinary course of business in connection with the cash management operations of Holdings and its Subsidiaries or (B) to the extent that a pledge of such promissory note or instrument would violate applicable law) that is owing to any Loan Party shall be evidenced by a promissory note or an instrument and shall have been pledged pursuant to the Collateral Agreement (or other applicable Security Document as reasonably required by the Administrative Agent) (which pledge, in the case of any intercompany note evidencing debt owed by a Foreign Subsidiary to a Loan Party, shall be limited to 65% of the amount outstanding thereunder), and (ii) the Collateral Agent (or its bailee pursuant to the Senior Fixed Collateral Intercreditor Agreement or the Senior Lender Intercreditor Agreement) shall

have received all such promissory notes or instruments, together with note powers or other instruments of transfer with respect thereto endorsed in blank;

(d) in the case of any Person that becomes a Subsidiary Loan Party after the Effective Date, the Collateral Agent shall have received a supplement to each of the Collateral Agreement, the Second Priority Intercreditor Agreement, the Senior Lender Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement, in the form specified therein, duly executed and delivered on behalf of such Subsidiary Loan Party;

(e) in the case of any person that becomes a "first tier" Foreign Subsidiary directly owned by the Borrower or a Subsidiary Loan Party after the Effective Date, the Collateral Agent shall have received, as promptly as practicable following a request by the Collateral Agent, a Foreign Pledge Agreement, duly executed and delivered on behalf of such Foreign Subsidiary and the direct parent company of such Foreign Subsidiary;

(f) after the Effective Date, (i) all the outstanding Equity Interests of (A) any Person that becomes a Subsidiary Loan Party after the Effective Date and (B) subject to Section 5.10(g), all the Equity Interests that are acquired by a Loan Party after the Effective Date (including, without limitation, the Equity Interests of any Special Purpose Receivables Subsidiary established after the Effective Date), shall have been pledged pursuant to the Collateral Agreement; provided that in no event shall more than 65% of the issued and outstanding Equity Interests of any "first tier" Foreign Subsidiary or any "first tier" Qualified CFC Holding Company directly owned by such Loan Party be pledged to secure Obligations, and in no event shall any of the issued and outstanding Equity Interests of any Foreign Subsidiary that is not a "first tier" Foreign Subsidiary of a Loan Party or any Qualified CFC Holding Company that is not a "first tier" Subsidiary of a Loan Party be pledged to secure Obligations, and (ii) the Collateral Agent (or its bailee pursuant to the Senior Fixed Collateral Intercreditor Agreement or the Senior Lender Intercreditor Agreement) shall have received all certificates or other instruments (if any) representing such Equity Interests, together with stock powers or other instruments of transfer with respect thereto endorsed in blank;

(g) except as otherwise contemplated by any Security Document, all documents and instruments, including Uniform Commercial Code financing statements, required by law or reasonably requested by the Collateral Agent to be filed, registered or recorded to create the Liens intended to be created by the Security Documents (in each case, including any supplements thereto) and perfect such Liens to the extent required by, and with the priority required by, the Security Documents, shall have been filed, registered or recorded or delivered to the Collateral Agent for filing, registration or the recording concurrently with, or promptly following, the execution and delivery of each such Security Document;

(h) within 90 days (or such longer period as the Administrative Agent may determine) after the Closing Date, the Collateral Agent shall have received (i) counterparts of each Mortgage to be entered into with respect to each Mortgaged Property set forth on Schedule 1.01(c) duly executed and delivered by the record owner of such Mortgaged Property and suitable for recording or filing and (ii) such other documents including, but not limited to, any consents, agreements and confirmations of third parties, as the Collateral Agent may reasonably request with respect to any such Mortgage or Mortgaged Property;

(i) within 90 days (or such longer period as the Administrative Agent may determine) after the Closing Date, the Collateral Agent shall have received, except as otherwise set forth in clause (l) below, a policy or policies or marked-up unconditional binder of title insurance or foreign equivalent thereof, as applicable, paid for by the Borrower, issued by a nationally recognized title insurance company insuring the Lien of each Mortgage to be entered into on or after the Closing Date as a valid first Lien on the Mortgaged Property described therein, free of any other Liens except as permitted by Section 6.02 and Liens arising by operation of law, together with such customary endorsements (including zoning endorsements where reasonably appropriate and available), coinsurance and reinsurance as the Collateral Agent may reasonably request, and with respect to any such property located in a state in which a zoning endorsement is not available, a zoning compliance letter from the applicable municipality in a form reasonably acceptable to the Collateral Agent;

(j) at or prior to delivery of any Mortgages, evidence of the insurance required by the terms of the Mortgages;

(k) except as otherwise contemplated by any Security Document, each Loan Party shall have obtained all consents and approvals required to be obtained by it in connection with (i) the execution and delivery of all Security Documents (or supplements thereto) to which it is a party and the granting by it of the Liens thereunder and (ii) the performance of its obligations thereunder; and

(l) after the Closing Date, the Administrative Agent shall have received (i) such other Security Documents as may be required to be delivered pursuant to Section 5.10, and (ii) upon reasonable request by the Administrative Agent, evidence of compliance with any other requirements of Section 5.10.

"Commitments" shall mean, with respect to any Lender, such Lender's Bridge Euro Term Loan Commitment and Bridge Sterling Term Loan Commitment.

"Companies Act of 2006" shall mean the Companies Act of 2006 of the United Kingdom (as amended).

"Conduit Lender" shall mean any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender; provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.15, 2.16, 2.17 or 9.05 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment.

"Consolidated Debt" at any date shall mean the sum of (without duplication) all Indebtedness consisting of Capital Lease Obligations, Indebtedness for borrowed money (other than letters of credit to the extent undrawn but including all bankers' acceptances issued under the Revolving Credit Agreement), Disqualified Stock and Indebtedness in respect of the deferred purchase price of property or services of

the Borrower and its Subsidiaries determined on a consolidated basis on such date in accordance with GAAP.

"Consolidated Net Income" shall mean, with respect to any person for any period, the aggregate of the Net Income of such person and its subsidiaries for such period, on a consolidated basis; provided, however, that, without duplication,

(i) any net after-tax extraordinary, nonrecurring or unusual gains or losses or income or expense or charge (less all fees and expenses relating thereto) including, without limitation, any severance, relocation or other restructuring expenses, any expenses relating to any reconstruction, recommissioning or reconfiguration of fixed assets for alternative uses and fees, expenses or charges relating to new product lines, plant shutdown costs, acquisition integration costs, and fees, expenses or charges related to any offering of Equity Interests of Holdings, any Investment, acquisition or Indebtedness permitted to be incurred hereunder (in each case, whether or not successful), including any such fees, expenses, charges or change in control payments related to the Transactions (including any transition-related expenses incurred before, on or after the Closing Date), in each case, shall be excluded,

(ii) any net after-tax income or loss from discontinued operations and any net after-tax gain or loss from disposed, abandoned, transferred, closed or discontinued operations shall be excluded,

(iii) any net after-tax gain or loss (less all fees and expenses or charges relating thereto) attributable to business dispositions or asset dispositions other than in the ordinary course of business (as determined in good faith by the Board of Directors of the Borrower) shall be excluded,

(iv) any net after-tax income or loss (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of indebtedness shall be excluded,

(v) (A) the Net Income for such period of any person that is not a subsidiary of such person, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be included only to the extent of the amount of dividends or distributions or other payments paid in cash (or to the extent converted into cash) to the referent person or a subsidiary thereof in respect of such period and (B) the Net Income for such period shall include any ordinary course dividend distribution or other payment in cash received from any person in excess of the amounts included in clause (A),

(vi) Consolidated Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period,

(vii) any increase in amortization or depreciation or any one-time non-cash charges resulting from purchase accounting (or similar accounting, in the case of the Transactions) in connection with the Transactions or any acquisition that is consummated after the Original Agreement Date shall be excluded,

(viii) any non-cash impairment charges or asset write-off resulting from the application of GAAP, and the amortization of intangibles arising pursuant to GAAP, shall be excluded,

(ix) any non-cash expenses realized or resulting from stock option plans, employee benefit plans or post-employment benefit plans, grants of stock appreciation or similar rights, stock options, restricted stock grants or other rights to officers, directors and employees of such person or any of its subsidiaries shall be excluded,

(x) accruals and reserves that are established within twelve months after the Original Agreement Date and that are so required to be established in accordance with GAAP shall be excluded,

(xi) non-cash gains, losses, income and expenses resulting from fair value accounting required by Statement of Financial Accounting Standards No. 133 shall be excluded, and

(xii) non-cash charges for deferred tax asset valuation allowances shall be excluded.

"Consolidated Total Assets" shall mean, as of any date, the total assets of the Borrower and the consolidated Subsidiaries, determined in accordance with GAAP, as set forth on the consolidated balance sheet of the Borrower as of such date.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and "Controlling" and "Controlled" shall have meanings correlative thereto.

"Cooperation Information" shall have the meaning assigned to such term in Section 5.14(a).

"Court" shall mean the High Court of Justice of England and Wales.

"Court Meeting" shall mean, if the Acquisition proceeds by way of a Scheme, the meeting(s) of the holders of the Target Shares or any adjournment thereof to be convened by an order of the Court and, if thought fit, approve the Scheme (with or without amendment), together with any meeting held as a result of an adjournment or reconvention by the Court thereof.

"Court Orders" shall mean, if the Acquisition proceeds by way of a Scheme, the order(s) of the Court sanctioning the Scheme.

"Cumulative Credit" shall mean, at any date, an amount, not less than zero in the aggregate, determined on a cumulative basis equal to, without duplication:

(a) $100.0 million, plus:

(b) the Cumulative Retained Excess Cash Flow Amount at such time, plus

(c) the aggregate amount of proceeds received after the Original Agreement Date and prior to such time that would have constituted Net Proceeds pursuant to clause (a) of the definition thereof except for the operation of clause (A), (B) or (C) of the second proviso thereof (the "Below Threshold Asset Sale Proceeds"), plus

(d) the cumulative amount of proceeds (including cash and the fair market value of property other than cash) from the sale of Equity Interests of Holdings or any Parent Entity after

the Original Agreement Date and on or prior to such time (including upon exercise of warrants or options) which proceeds have been contributed as common equity to the capital of the Borrower and common Equity Interests of the Borrower issued upon conversion of Indebtedness of the Borrower or any Subsidiary owed to a person other than the Borrower or a Subsidiary not previously applied for a purpose other than use in the Cumulative Credit, plus

(e) 100% of the aggregate amount of contributions to the common capital of the Borrower received in cash (and the fair market value of property other than cash) after the Original Agreement Date (subject to the same exclusions as are applicable to clause (d) above), plus

(f) the principal amount of any Indebtedness (including the liquidation preference or maximum fixed repurchase price, as the case may be, of any Disqualified Stock) of Borrower or any Subsidiary thereof issued after the Original Agreement Date (other than Indebtedness issued to a Subsidiary), which has been converted into or exchanged for Equity Interests (other than Disqualified Stock) in Holdings or any Parent Entity, plus

(g) 100% of the aggregate amount received by Borrower or any Subsidiary in cash (and the fair market value of property other than cash received by Borrower or any Subsidiary) after the Original Agreement Date from:

(A) the sale (other than to Borrower or any Subsidiary) of the Equity Interests of an Unrestricted Subsidiary, or

(B) any dividend or other distribution by an Unrestricted Subsidiary, plus

(h) in the event any Unrestricted Subsidiary has been redesignated as a Subsidiary or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, Holdings, Borrower or any Subsidiary, the fair market value of the Investments of Holdings, Borrower or any Subsidiary in such Unrestricted Subsidiary at the time of such Subsidiary Redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable), plus

(i) an amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received by the Borrower or any Subsidiary in respect of any Investments made pursuant to Section 6.04(j) (or the corresponding provision of the senior secured bank credit facility then applicable to such entity) after the Original Agreement Date, minus

(j) any amounts thereof used to make Investments pursuant to Section 6.04(b)(y) (or the corresponding provision of the senior secured bank credit facility then applicable to such entity) after the Original Agreement Date prior to such time, minus

(k) any amounts thereof used to make Investments pursuant to Section 6.04(j)(ii) (or the corresponding provision of the senior secured bank credit facility then applicable to such entity) after the Original Agreement Date prior to such time, minus

(l) the cumulative amount of dividends paid and distributions made pursuant to Section 6.06(e) (or the corresponding provision of the senior secured bank credit facility then applicable to such entity) after the Original Agreement Date prior to such time, minus

(m) payments or distributions in respect of Junior Financings pursuant to Section 6.09(b)(i) (or the corresponding provision of the senior secured bank credit facility then applicable to such entity) (other than payments made with proceeds from the issuance of Equity Interests that were excluded from the calculation of the Cumulative Credit pursuant to clause (d) above) after the Original Agreement Date;

provided, however, for purposes of Section 6.06(e), the calculation of the Cumulative Credit shall not include any Below Threshold Asset Sale Proceeds except to the extent they are used as contemplated in clauses (j) and (k) above.

"Cumulative Retained Excess Cash Flow Amount" shall have the meaning set forth in the Term Loan Credit Agreement (as of the date hereof).

"Current Assets" shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis at any date of determination, the sum of (a) all assets (other than cash and Permitted Investments or other cash equivalents) that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrower and the Subsidiaries as current assets at such date of determination, other than amounts related to current or deferred Taxes based on income or profits, and (b) in the event that a Permitted Receivables Financing is accounted for off balance sheet, (x) gross accounts receivable comprising part of the Receivables Assets subject to such Permitted Receivables Financing less (y) collections against the amounts sold pursuant to clause (x).

"Current Liabilities" shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis at any date of determination, all liabilities that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrower and the Subsidiaries as current liabilities at such date of determination, other than (a) the current portion of any Indebtedness, (b) accruals of Interest Expense (excluding Interest Expense that is due and unpaid), (c) accruals for current or deferred Taxes based on income or profits, (d) accruals, if any, of transaction costs resulting from the Transactions, (e) accruals of any costs or expenses related to (i) severance or termination of employees prior to the Original Agreement Date or (ii) bonuses, pension and other post-retirement benefit obligations, and (f) accruals for add-backs to EBITDA included in clauses (a)(iv) through (a)(vi) of the definition of such term.

"Debt Service" shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis for any period, Cash Interest Expense for such period plus scheduled principal amortization of Consolidated Debt for such period.

"Default" shall mean any event or condition that upon notice, lapse of time or both would constitute an Event of Default.

"Defaulting Lender" shall mean any Lender with respect to which a Lender Default is in effect.

"Delaware Divided LLC" means any Delaware LLC which has been formed upon the consummation of a Delaware LLC Division.

"Delaware LLC" means any limited liability company organized or formed under the laws of the State of Delaware.

"Delaware LLC Division" means the statutory division of any Delaware LLC into two or more Delaware LLCs pursuant to Section 18-217 of the Delaware Limited Liability Company Act.

"Demand Failure" has the meaning set forth in Section 5.15(f).

"Description of Notes" means a "Description of Notes" in respect of the Exchange Notes as set forth on the form of Exhibit I.

"Designated Non-Cash Consideration" means the fair market value of non-cash consideration received by the Borrower or one of its Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer, setting forth the basis of such valuation, less the amount of cash equivalents received in connection with a subsequent sale of such Designated Non-Cash Consideration.

"Disqualified Stock" shall mean, with respect to any person, any Equity Interests of such person that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is redeemable or exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Stock, in each case, prior to the date that is ninety-one (91) days after the latest Term Facility Maturity Date; provided, however, that only the portion of the Equity Interests that so mature or are mandatorily redeemable, are so convertible or exchangeable or are so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; provided further, however, that if such Equity Interests are issued to any employee or to any plan for the benefit of employees of the Borrower or the Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Stock solely because they may be required to be repurchased by the Borrower in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

"Dollars" or "$" shall mean the lawful currency of the United States of America.

"Dollar Equivalent" means, for any amount, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such amount is expressed in Euros, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of Dollars with Euros last provided (either by publication or otherwise provided to the Administrative Agent) by the applicable Thomson Reuters Corp. ("Reuters") source on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of dollars with Euros, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in Dollars as determined by the Administrative

Agent using any method of determination it deems appropriate in its reasonable discretion), (c) if such amount is expressed in Sterling, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of Dollars with Sterling last provided (either by publication or otherwise provided to the Administrative Agent) by the applicable Reuters source on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of Dollars with Sterling, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its reasonable discretion) and (d) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its reasonable discretion.

"Domestic Subsidiary" shall mean any Subsidiary that is not a Foreign Subsidiary, a Qualified CFC Holding Company or a subsidiary listed on Schedule 1.01(a).

"EBITDA" shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis for any period, the Consolidated Net Income of the Borrower and the Subsidiaries for such period plus (a) the sum of (in each case without duplication and to the extent the respective amounts described in subclauses (i) through (vii) of this clause (a) reduced such Consolidated Net Income (and were not excluded therefrom) for the respective period for which EBITDA is being determined):

(i) provision for Taxes based on income, profits or capital of the Borrower and the Subsidiaries for such period, including, without limitation, state, franchise and similar taxes,

(ii) Interest Expense of the Borrower and the Subsidiaries for such period (net of interest income of the Borrower and its Subsidiaries for such period),

(iii) depreciation and amortization expenses of the Borrower and the Subsidiaries for such period,

(iv) business optimization expenses and other restructuring charges (which, for the avoidance of doubt, shall include, without limitation, the effect of inventory optimization programs, plant closure, retention, severance, systems establishment costs and excess pension charges); provided, that with respect to each business optimization expense or other restructuring charge, the Borrower shall have delivered to the Administrative Agent an officers' certificate specifying and quantifying such expense or charge,

(v) any other non-cash charges; provided, that, for purposes of this subclause (v) of this clause (a), any non-cash charges or losses shall be treated as cash charges or losses in any subsequent period during which cash disbursements attributable thereto are made,

(vi) [reserved], and

(vii) non-operating expenses;

minus (b) the sum of (without duplication and to the extent the amounts described in this clause (b) increased such Consolidated Net Income for the respective period for which EBITDA is being

determined) non-cash items increasing Consolidated Net Income of the Borrower and the Subsidiaries for such period (but excluding any such items (A) in respect of which cash was received in a prior period or will be received in a future period or (B) which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period).

For purposes of determining EBITDA under this Agreement for any quarter ending prior to the first full quarter ending after the Closing Date, EBITDA for such fiscal quarter shall be calculated on a Pro Forma Basis giving effect to the Acquisition and the other Transactions occurring on the Closing Date.

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" shall mean the first date on which the conditions set forth in Section 4.01 have been satisfied (or waived in accordance with the terms herein).

"EMU" shall mean the economic and monetary union as contemplated in the Treaty on European Union.

"Engagement Letter" shall mean that certain Engagement Letter dated March 8, 2019 by and among the Borrower, Goldman Sachs Bank USA and Wells Fargo Securities, LLC.

"environment" shall mean ambient and indoor air, surface water and groundwater (including potable water, navigable water and wetlands), the land surface or subsurface strata, natural resources such as flora and fauna, the workplace or as otherwise defined in any Environmental Law.

"Environmental Laws" shall mean all applicable laws (including common law), rules, regulations, codes, ordinances, orders, decrees or judgments, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the generation, management, Release or threatened Release of, or exposure to, any Hazardous Material or to occupational health and safety matters (to the extent relating to the environment or Hazardous Materials).

"Equity Interests" of any person shall mean any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time and any final regulations promulgated and the rulings issued thereunder.

"ERISA Affiliate" shall mean any trade or business (whether or not incorporated) that, together with Holdings, the Borrower or a Subsidiary, is treated as a single employer under Section 414(b) or (c) of the IRS Code, or, solely for purposes of Section 302 of ERISA and Section 412 of the IRS Code, is treated as a single employer under Section 414 of the IRS Code.

"ERISA Event" shall mean (a) any Reportable Event or the requirements of Section 4043(b) of ERISA apply with respect to a Plan; (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the IRS Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the IRS Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, the failure to make by its due date a required installment under Section 412(m) of the IRS Code with respect to any Plan or the failure to make any required contribution to a Multiemployer Plan; (d) the incurrence by Holdings, the Borrower, a Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan or Multiemployer Plan; (e) the receipt by Holdings, the Borrower, a Subsidiary or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (f) the incurrence by Holdings, the Borrower, a Subsidiary or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (g) the receipt by Holdings, the Borrower, a Subsidiary or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from Holdings, the Borrower, a Subsidiary or any ERISA Affiliate of any notice, concerning the impending imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA; (h) the conditions for imposition of a lien under Section 302(f) of ERISA shall have been met with respect to any Plan; or (i) the adoption of an amendment to a Plan requiring the provision of security to such Plan pursuant to Section 307 of ERISA.

"Escrow Securities Demand" has the meaning set forth in Section 5.15(g).

"EU Bail-In Legislation Schedule" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"EURIBOR Rate" shall mean, with respect to any Eurocurrency Borrowing for any Interest Period, to the extent denominated in Euros, the EURIBOR Screen Rate, in each case at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided that if the EURIBOR Screen Rate shall not be available at such time for such Interest Period with respect to Euros then the Eurodollar Rate shall be the Interpolated Rate.

"EURIBOR Screen Rate" shall mean the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters as of 11:00 a.m. London time two Business Days prior to the commencement of such Interest Period. If such page or service ceases to be available, the Administrative Agent may specify another page or service displaying the relevant rate after

consultation with the Borrower Representative. If the EURIBOR Screen Rate shall be less than zero, the EURIBOR Screen Rate shall be deemed to be zero for purposes of this Agreement.

"Euro" or "€" means the official lawful currency of the participating member states of the EMU.

"Eurocurrency Borrowing" shall mean a Borrowing comprised of Eurocurrency Loans.

"Eurocurrency Loan" shall mean any Term Loan bearing interest at a rate determined by reference to the Adjusted LIBO Rate in the case of Term Loans denominated in Dollars or Sterling and EURIBOR Rate in the case of Term Loans denominated in Euro, in each case, in accordance with the provisions of Article II.

"Event of Default" shall have the meaning assigned to such term in Section 7.01.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Date" shall have the meaning assigned to such term in Section 2.21(b).

"Exchange Note Indenture" means the indenture relating to the Exchange Notes based substantially on the Description of Notes and containing such other provisions as are customary in similar transactions and substantially in the form of the Existing Second Lien Notes Indentures.

"Exchange Note Trustee" means the trustee under the Exchange Note Indenture.

"Exchange Notes" shall have the meaning assigned to such term in Section 2.21(a).

"Exchange Notice" shall have the meaning assigned to such term in Section 2.21(a).

"Exchange Trigger Event" shall be deemed to have occurred on each date that the Administrative Agent shall have received valid requests in accordance with Section 2.21 to exchange a principal amount of Loans (that are outstanding as Loans at such time) for Exchange Notes, which, solely for purposes of the first occurrence, shall be in an amount equal to or greater than €100,000,000 in the case of the Bridge Euro Term Loans and £100,000,000 in the case of the Bridge Sterling Term Loans.

"Excluded Indebtedness" shall mean all Indebtedness permitted to be incurred under Section 6.01 (other than Section 6.01(v)).

"Excluded Taxes" shall mean, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) any income taxes imposed on (or measured by) its net income (or franchise taxes imposed in lieu of net income taxes) by the United States of America (or any state or locality thereof) or the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located or any other jurisdiction as a result of such recipient engaging in a trade or business in such jurisdiction for tax purposes, (b) any branch profits tax or any similar tax that is imposed by any jurisdiction described in clause (a) above, (c) in the case of a Lender making a Loan to the Borrower, any tax (including any backup withholding tax) imposed by the United States (or the jurisdiction under the laws of which such Lender is organized or in which its principal office is located or in which its applicable Lending Office is located or any other jurisdiction as a result of such Lender engaging in a trade or business or having a taxable presence in such jurisdiction

for tax purposes) that (x) is in effect and would apply to amounts payable hereunder to such Lender at the time such Lender becomes a party to such Loan to the Borrower (or designates a new Lending Office) except to the extent that the assignor to such Lender in the case of an assignment or the Lender in the case of a designation of a new Lending Office (for the absence of doubt, other than the Lending Office at the time such Lender becomes a party to such Loan) was entitled, at the time of such assignment or designation of a new Lending Office, respectively, to receive additional amounts from a Loan Party with respect to any withholding tax pursuant to Section 2.17(a) or Section 2.17(c) or (y) is attributable to such Lender's failure to comply with Section 2.17(e) or (f) with respect to such Loan and (d) any taxes that are imposed as a result of any event occurring after the Lender becomes a Lender (other than a Change in Law) in the case of clause (a), (b), (c) and (d), together with any and all interest and penalties related thereto.

"Existing ABL Agreement" shall have the meaning assigned to such term in the recitals hereto.

"Existing Credit Agreement" shall have the meaning assigned to such term in the recitals hereto.

"Existing Second Lien 5.50% 2022 Notes" shall mean the 5.50% Second Priority Senior Secured Notes due 2022, issued by the Borrower pursuant to the Existing Second Lien 5.50% 2022 Notes Indenture and any notes in exchange for, and as contemplated by, the Existing Second Lien 5.50% 2022 Notes.

"Existing Second Lien 6.00% 2022 Notes" shall mean the 6.00% Second Priority Senior Secured Notes due 2022, issued by the Borrower pursuant to the Existing Second Lien 6.00% 2022 Notes Indenture and any notes in exchange for, and as contemplated by, the Existing Second Lien 6.00% 2022 Notes.

"Existing Second Lien 2023 Notes" shall mean the 5.125% Second Priority Senior Secured Notes due 2023, issued by the Borrower pursuant to the Existing Second Lien 2023 Notes Indenture and any notes in exchange for, and as contemplated by, the Existing Second Lien 2023 Notes.

"Existing Second Lien 2026 Notes" shall mean the 4.50% Second Priority Senior Secured Notes due 2026, issued by the Borrower pursuant to the Existing Second Lien 2026 Notes Indenture and any notes in exchange for, and as contemplated by, the Existing Second Lien 2026 Notes.

"Existing Second Lien Note Documents" shall mean the Existing Second Lien Notes, the Existing Second Lien Notes Indentures and the Existing Second Lien Security Documents.

"Existing Second Lien Notes" shall mean the Existing Second Lien 5.50% 2022 Notes, the Existing Second Lien 6.00% 2022 Notes, the Existing Second Lien 2023 Notes and the Existing Second Lien 2026 Notes.

"Existing Second Lien 5.50% 2022 Notes Indenture" shall mean the Indenture dated as of May 22, 2014 among Berry and certain of its subsidiaries party thereto and the trustee named therein from time to time, as in effect on the Effective Date and as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of this Agreement.

"Existing Second Lien 6.00% 2022 Notes Indenture" shall mean the Indenture dated as of October 1, 2015 among Berry and certain of its subsidiaries party thereto and the trustee named therein

from time to time, as in effect on the Effective Date and as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of this Agreement.

"Existing Second Lien 2023 Notes Indenture" shall mean the Indenture dated as of June 5, 2015 among Berry and certain of its subsidiaries party thereto and the trustee named therein from time to time, as in effect on the Effective Date and as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of this Agreement.

"Existing Second Lien 2026 Notes Indenture" shall mean the Indenture dated as of January 26, 2018 among Berry and certain of its subsidiaries party thereto and the trustee named therein from time to time, as in effect on the Effective Date and as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of this Agreement.

"Existing Second Lien Notes Indentures" shall mean the Existing Second Lien 5.50% 2022 Notes Indenture, the Existing Second Lien 6.00% 2022 Notes Indenture, the Existing Second Lien 2023 Notes Indenture and the Existing Second Lien 2026 Notes Indenture.

"Existing Second Lien Security Documents" shall mean the "Security Documents" as defined in each of the Existing Second Lien Notes Indentures.

"Facility" shall mean the respective facility and commitments utilized in making Loans and credit extensions hereunder, it being understood that as of the date of this Agreement there shall be two Facilities, i.e., the Bridge Euro Term Facility and the Bridge Sterling Term Facility.

"FATCA" shall mean Sections 1471 through 1474 of the IRS Code as of the Effective Date (or any amended or successor provisions that are substantively similar) and any current or future regulations thereunder or official interpretation thereof.

"Federal Funds Effective Rate" shall mean, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Goldman Sachs Bank USA on such day on such transactions as determined by the Administrative Agent.

"Fee Letters" shall mean each of that certain (i) Target Financing Syndication, Engagement and Fee Letter dated March 8, 2019 and (ii) Backstop Financing Syndication, Engagement and Fee Letter dated March 8, 2019 each by and among the Borrower, Goldman Sachs Bank USA, Goldman Sachs Lending Partners, LLC, Wells Fargo Bank, National Association and Wells Fargo Securities, LLC.

"Financial Officer" of any person shall mean the Chief Financial Officer, principal accounting officer, Treasurer, Assistant Treasurer or Controller of such person.

"First Lien Bridge Dollar Total Cap" shall have the meaning assigned to such term in that certain letter referenced in clause (i) of the definition of "Fee Letters."

"First Lien Bridge Euro Total Cap" shall have the meaning assigned to such term in that certain letter referenced in clause (i) of the definition of "Fee Letters."

"First Lien Bridge Joinder to Second Priority Intercreditor Agreement" shall mean the First Lien Bridge Joinder to Second Priority Intercreditor Agreement, dated as of the date hereof, as amended, supplemented or otherwise modified from time to time, in the form of Exhibit G, among Holdings, the Borrower, the Subsidiary Loan Parties, each Subsidiary that becomes a party thereto after the date hereof, the "Collateral Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Revolving Credit Agreement, the "Collateral Agent" under the Revolving Credit Agreement, U.S. Bank National Association, as Existing Second Priority Agent, the Collateral Agent and the Administrative Agent.

"First Lien Bridge Joinder to Senior Fixed Collateral Intercreditor Agreement" shall mean the First Lien Bridge Joinder to Senior Fixed Collateral Agreement, dated as of the date hereof, as amended, supplemented or otherwise modified from time to time, in the form of Exhibit H, among Holdings, the Borrower, the Subsidiary Loan Parties, each Subsidiary that becomes a party thereto after the date hereof, the "Collateral Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Existing Credit Agreement, the Collateral Agent and the Administrative Agent.

"First Lien Bridge Joinder to Senior Lender Intercreditor Agreement" shall mean the First Lien Bridge Joinder to Senior Lender Intercreditor Agreement, dated as of the date hereof, as amended, supplemented or otherwise modified from time to time, in the form of Exhibit F, among Holdings, the Borrower, the Subsidiary Loan Parties, each Subsidiary that becomes a party thereto after the date hereof, the "Collateral Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Revolving Credit Agreement, the "Collateral Agent" under the Revolving Credit Agreement, the Collateral Agent and the Administrative Agent.

"First Lien Bridge Sterling Total Cap" shall have the meaning assigned to such term in that certain letter referenced in clause (i) of the definition of "Fee Letters".

"First Lien Bridge Total Cap" shall mean the First Lien Bridge Dollar Total Cap, the First Lien Bridge Euro Total Cap or the First Lien Bridge Sterling Total Cap, as applicable.

"First Lien Debt" at any date shall mean (i) the aggregate principal amount of Consolidated Debt of the Borrower and its Subsidiaries outstanding at such date that consists of, without duplication, Indebtedness that in each case is then secured by first priority Liens on property or assets of the Borrower and its Subsidiaries (other than property or assets held in a defeasance or similar trust or arrangement for the benefit of the Indebtedness secured thereby), less (ii) without duplication, the Unrestricted Cash and Permitted Investments of the Borrower and its Subsidiaries on such date.

"Foreign Pledge Agreement" shall mean a pledge agreement with respect to the Pledged Collateral that constitutes Equity Interests of a "first tier" Foreign Subsidiary, in form and substance reasonably satisfactory to the Collateral Agent; provided, that in no event shall more than 65% of the issued and outstanding Equity Interests of such Foreign Subsidiary be pledged to secure Obligations of the Borrower.

"Foreign Subsidiary" shall mean (a) any Subsidiary that is incorporated or organized under the laws of any jurisdiction other than the United States of America, any State thereof or the District of Columbia, and (b) any Subsidiary of any Subsidiary described in the foregoing clause (a).

"GAAP" shall mean generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, subject to the provisions of Section 1.02; provided that any reference to the application of GAAP in Sections 3.13(b), 3.20, 5.03, 5.07 and 6.02(e) to a Foreign Subsidiary (and not as a consolidated Subsidiary of the Borrower) shall mean generally accepted accounting principles in effect from time to time in the jurisdiction of organization of such Foreign Subsidiary.

"General Meeting" shall mean the extraordinary general meeting of the Target shareholders (and any adjournment thereof) to be convened in connection with the Scheme.

"Governmental Authority" shall mean any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body.

"Guarantee" of or by any person (the "guarantor") shall mean (a) any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep well, to purchase assets, goods, securities or services, to take-or-pay or otherwise) or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, (iv) entered into for the purpose of assuring in any other manner the holders of such Indebtedness or other obligation of the payment thereof or to protect such holders against loss in respect thereof (in whole or in part) or (v) as an account party in respect of any letter of credit, bank guarantee, bankers' acceptance or other letter of guaranty issued to support such Indebtedness or other obligation, or (b) any Lien on any assets of the guarantor securing any Indebtedness (or any existing right, contingent or otherwise, of the holder of Indebtedness to be secured by such a Lien) of any other person, whether or not such Indebtedness or other obligation is assumed by the guarantor; provided, however, the term "Guarantee" shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Effective Date or entered into in connection with any acquisition or disposition of assets permitted by this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such person is required to perform thereunder) as determined by such person in good faith.

"guarantor" shall have the meaning assigned to such term in the definition of the term "Guarantee."

"Hazardous Materials" shall mean all pollutants, contaminants, wastes, chemicals, materials, substances and constituents, including, without limitation, explosive or radioactive substances or

petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls or radon gas, of any nature subject to regulation or which can give rise to liability under any Environmental Law.

"Hedging Obligations" means, with respect to any person, the obligations of such person under (i) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements, and (ii) other agreements or arrangements designed to protect such person against fluctuations in currency exchange, interest rates or commodity prices.

"Holdings" shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

"Immaterial Subsidiary" shall mean any Subsidiary that, as of the last day of the fiscal quarter of the Borrower most recently ended, (a) did not have assets with a value in excess of 5.0% of the Consolidated Total Assets or revenues representing in excess of 5.0% of total revenues of the Borrower and the Subsidiaries on a consolidated basis as of such date and (b) when taken together with all other Immaterial Subsidiaries as of such date, did not have assets with a value in excess of 10.0% of the Consolidated Total Assets or revenues representing in excess of 10.0% of total revenues of the Borrower and the Subsidiaries on a consolidated basis as of such date. Each Immaterial Subsidiary as of the Effective Date shall be set forth in Schedule 1.01(d).

"Indebtedness" of any person shall mean, without duplication, (a) all obligations of such person for borrowed money, (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such person under conditional sale or other title retention agreements relating to property or assets purchased by such person, (d) all obligations of such person issued or assumed as the deferred purchase price of property or services, to the extent that the same would be required to be shown as a long term liability on a balance sheet prepared in accordance with GAAP, (e) all Capital Lease Obligations of such person, (f) all net payments that such person would have to make in the event of an early termination, on the date Indebtedness of such person is being determined, in respect of outstanding Swap Agreements, (g) the principal component of all obligations, contingent or otherwise, of such person as an account party in respect of letters of credit, (h) the principal component of all obligations of such person in respect of bankers' acceptances, (i) all Guarantees by such person of Indebtedness described in clauses (a) to (h) above) and (j) the amount of all obligations of such person with respect to the redemption, repayment or other repurchase of any Disqualified Stock (excluding accrued dividends that have not increased the liquidation preference of such Disqualified Stock); provided, that Indebtedness shall not include (A) trade payables, accrued expenses and intercompany liabilities arising in the ordinary course of business, (B) prepaid or deferred revenue arising in the ordinary course of business, (C) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase prices of an asset to satisfy unperformed obligations of the seller of such asset or (D) earn-out obligations until such obligations become a liability on the balance sheet of such person in accordance with GAAP. The Indebtedness of any person shall include the Indebtedness of any partnership in which such person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such person in respect thereof. To the extent not otherwise included, Indebtedness shall include the amount of any Receivables Net Investment.

"Indemnified Taxes" shall mean all Taxes other than Excluded Taxes.

"Indemnitee" shall have the meaning assigned to such term in Section 9.05(b).

"Ineligible Institution" shall mean the persons identified in writing to the Administrative Agent by the Borrower on the Effective Date, and as may be identified in writing to the Administrative Agent by the Borrower from time to time thereafter with the consent of the Administrative Agent (not to be unreasonably withheld or delayed), by delivery of a notice thereof to the Administrative Agent setting forth such person or persons (or the person or persons previously identified to the Administrative Agent that are to be no longer considered "Ineligible Institutions").

"Information" shall have the meaning assigned to such term in Section 3.14(a).

"Information Memorandum" shall mean any Confidential Information Memorandum used to syndicate the Term Loans, as modified or supplemented prior to the Closing Date.

"Initial Euro Term Facility" shall have the meaning assigned to such term in the recitals hereto.

"Initial Euro Term Loans" shall have the meaning assigned to such term in the recitals hereto.

"Initial Sterling Term Facility" shall have the meaning assigned to such term in the recitals hereto.

"Initial Sterling Term Loans" shall have the meaning assigned to such term in the recitals hereto.

"Initial Lenders" means Goldman Sachs Bank USA, Goldman Sachs Lending Partners, LLC and Wells Fargo Bank, National Association.

"Intellectual Property Rights" shall have the meaning assigned to such term in Section 3.23.

"Interest Election Request" shall mean a request by the Borrower to convert or continue a Term Borrowing in accordance with Section 2.07.

"Interest Expense" shall mean, with respect to any person for any period, the sum of (a) gross interest expense of such person for such period on a consolidated basis, including (i) the amortization of debt discounts, (ii) the amortization of all fees (including fees with respect to Swap Agreements) payable in connection with the incurrence of Indebtedness to the extent included in interest expense, (iii) the portion of any payments or accruals with respect to Capital Lease Obligations allocable to interest expense, and (iv) net payments and receipts (if any) pursuant to interest rate Hedging Obligations, (b) capitalized interest of such person, and (c) commissions, discounts, yield and other fees and charges incurred in connection with any Permitted Receivables Financing which are payable to any person other than the Borrower or a Subsidiary Loan Party. For purposes of the foregoing, gross interest expense shall be determined after giving effect to any net payments made or received and costs incurred by the Borrower and the Subsidiaries with respect to Swap Agreements.

"Interest Payment Date" shall mean, (a) with respect to any Eurocurrency Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurocurrency Borrowing with an Interest Period of more than three months' duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months' duration been applicable to such Borrowing and, in addition, the date of any refinancing or conversion of such

Borrowing with or to a Borrowing of a different Type, and (b) with respect to any ABR Loan, the last Business Day of each calendar quarter.

"Interest Period" shall mean, as to any Eurocurrency Borrowing, the period commencing on the date of such Borrowing or on the last day of the immediately preceding Interest Period applicable to such Borrowing, as applicable, and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 1, 2, 3 or 6 months thereafter (or 12 months, if at the time of the relevant Borrowing, all Lenders agree to make interest periods of such length available), as the Borrower may elect, or the date any Eurocurrency Borrowing is converted to an ABR Borrowing in accordance with Section 2.07 or repaid or prepaid in accordance with Section 2.09, 2.10 or 2.11; provided, however, that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period.

"Interpolated Rate" shall mean, (i) in relation to the Eurocurrency Loan for any Loan in Dollars or Sterling, the rate which results from interpolating on a linear basis between: (a) the ICE Benchmark Administration's Interest Settlement Rates for deposits in Dollars or Sterling, as applicable, for the longest period (for which that rate is available) which is less than the Interest Period and (b) the ICE Benchmark Administration's Interest Settlement Rates for deposits in Dollars or Sterling, as applicable, for the shortest period (for which that rate is available) which exceeds the Interest Period, each as of approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period and (ii) in relation to the Eurocurrency Loan for any Loan in Euros, the rate which results from interpolating on a linear basis between: (a) the EURIBOR Screen Rate for the longest period (for which the EURIBOR Screen Rate is available for Euros) which is less than the Interest Period; and (b) the EURIBOR Screen Rate for the shortest period (for which the EURIBOR Screen Rate is available for Euros) which exceeds the Interest Period, in each case, as of approximately 11:00 a.m. London time, two Business Days prior to the commencement of such Interest Period.

"Investment" shall have the meaning assigned to such term in Section 6.04.

"Investment Banks" shall have the meaning assigned to such term in Section 5.14.

"IRS Code" shall mean the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated and rulings issued thereunder.

"Joint Bookrunners" shall mean Goldman Sachs Bank USA and Wells Fargo Securities, LLC, in their capacities as joint bookrunners.

"Joint Lead Arrangers" shall mean Goldman Sachs Bank USA and Wells Fargo Securities, LLC, in their capacities as joint lead arrangers.

"Junior Financing" shall have the meaning assigned to such term in Section 6.09(b).

"Lender" shall mean each financial institution listed on Schedule 2.01, as well as any person that becomes a "Lender" hereunder pursuant to Section 9.04.

"Lender Default" shall mean (i) the refusal (which has not been retracted) of a Lender to make available its portion of any Borrowing, or (ii) a Lender having notified the Borrower and/or the Administrative Agent that it does not intend to comply with its obligations under Section 2.06 or (iii) a Lender has, or has a direct or indirect parent company that has, become the subject of a Bail-In Action.

"Lending Office" shall mean, as to any Lender, the applicable branch, office or Affiliate of such Lender designated by such Lender to make Loans.

"Letter of Credit" shall mean any letter of credit issued pursuant to the Revolving Credit Agreement.

"LIBO Rate" shall mean, (a) with respect to any Eurocurrency Borrowing for any Interest Period denominated in Dollars, the greater of (x) 0.00% per annum and (y) the rate per annum equal to the ICE Benchmark Administration ("ICE LIBOR"), as published by Bloomberg (or other commercially available source providing quotations of ICE LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; provided, that if such rate is not available at such time for any reason, then the "LIBO Rate" for such Interest Period shall be the Interpolated Rate and (b) with respect to any Eurocurrency Borrowing for any Interest Period denominated in Sterling, the greater of (x) 0.00% per annum and (y) the rate per annum equal to the ICE Benchmark Administration ("ICE LIBOR"), as published by Bloomberg (or other commercially available source providing quotations of ICE LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Sterling deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; provided, that if such rate is not available at such time for any reason, then the "LIBO Rate" for such Interest Period shall be the Interpolated Rate.

"Lien" shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset, provided, that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien.

"Limited Condition Acquisition" shall mean any acquisition, including by way of merger, amalgamation or consolidation, by one or more of the Borrower or its Restricted Subsidiaries of any assets, business or Person permitted by this Agreement whose consummation is not conditioned on the availability of, or on obtaining, third party acquisition financing and which is designated as a Limited Condition Acquisition by the Borrower in writing to the Administrative Agent and Lenders.

"Loan Documents" shall mean this Agreement, the Security Documents, the Second Priority Intercreditor Agreement, the Senior Lender Intercreditor Agreement, the Senior Fixed Collateral Intercreditor Agreement, the First Lien Bridge Joinder to Second Priority Intercreditor Agreement, the First Lien Bridge Joinder to Senior Lender Intercreditor Agreement, the First Lien Bridge Joinder to Senior Fixed Collateral Intercreditor Agreement and any Note issued under Section 2.09(e), and solely for the purposes of Article IV and Section 7.01 hereof, the Fee Letters.

"Loan Parties" shall mean Holdings, the Borrower and the Subsidiary Loan Parties.

"Loans" shall mean the Bridge Term Loans or Rollover Loans, as applicable.

"Local Time" shall mean with respect to Dollar denominated Loans, New York City time, and, with respect to Euro or Sterling denominated Loans, London time.

"Longstop Date" shall mean October 29, 2019.

"Management Group" means the group consisting of the directors, executive officers and other management personnel of the Borrower, Holdings and their Subsidiaries, as the case may be, on the Effective Date together with (a) any new directors whose election by such boards of directors or whose nomination for election by the shareholders of the Borrower or Holdings, as the case may be, was approved by a vote of a majority of the directors of the Borrower or Holdings, as the case may be, then still in office who were either directors on the Effective Date or whose election or nomination was previously so approved and (b) executive officers and other management personnel of the Borrower or Holdings and their Subsidiaries, as the case may be, hired at a time when the directors on the Effective Date together with the directors so approved constituted a majority of the directors of the Borrower or Holdings, as the case may be.

"Margin Stock" shall have the meaning assigned to such term in Regulation U.

"Material Adverse Effect" shall mean a material adverse effect on the business, property, operations or condition of the Borrower and its Subsidiaries, taken as a whole, or the validity or enforceability of any of the material Loan Documents or the rights and remedies of the Administrative Agent and the Lenders thereunder.

"Material Indebtedness" shall mean Indebtedness (other than Loans) of any one or more of the Borrower or any Subsidiary in an aggregate principal amount exceeding $75 million.

"Material Subsidiary" shall mean any Subsidiary other than an Immaterial Subsidiary.

"Maximum Rate" shall have the meaning assigned to such term in Section 9.09.

"Minimum Acceptance Condition" shall mean , with respect to an Offer, the condition set forth in the Offer Documents with respect to the number of acceptances to an Offer which must be secured to declare such Offer unconditional as to acceptances which shall be equal to or more than 75% of the Target shares carrying voting rights.

"Moody's" shall mean Moody's Investors Service, Inc.

"Mortgaged Properties" shall mean the Real Properties owned in fee by the Loan Parties that are set forth on Schedule 1.01(c) and each additional Real Property encumbered by a Mortgage pursuant to Section 5.10.

"Mortgages" shall mean the mortgages, trust deeds, deeds of trust, deeds to secure debt, assignments of leases and rents, and other security documents delivered with respect to Mortgaged Properties, each in form and substance reasonably satisfactory to the Administrative Agent and the Borrower, as amended, supplemented or otherwise modified from time to time. For the avoidance of doubt, Mortgages may include mortgages delivered under the Existing Credit Agreement to the extent amended to be in a form otherwise satisfactory to the Administrative Agent.

"Multiemployer Plan" shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Borrower, Holdings or any Subsidiary or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of IRS Code Section 414) is making or accruing an obligation to make contributions, or has within any of the preceding six plan years made or accrued an obligation to make contributions.

"Net Income" shall mean, with respect to any person, the net income (loss) of such person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends.

"Net Proceeds" shall mean:

(a) 100% of the cash proceeds actually received by the Borrower or any Subsidiary Loan Party (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise and including casualty insurance settlements and condemnation awards, but only as and when received) from any Asset Sale (other than those pursuant to Section 6.05(a), (b), (c), (d) (except as contemplated by Section 6.03(b)(y)), (e), (f), (h), (i) or (j) or (p)), net of (i) attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, required debt payments and required payments of other obligations relating to the applicable asset to the extent such debt or obligations are secured by a Lien permitted hereunder (other than pursuant to the Loan Documents or the Revolving Loan Documents) on such asset, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith, (ii) Taxes paid or payable as a result thereof, and (iii) the amount of any reasonable reserve established in accordance with GAAP against any adjustment to the sale price or any liabilities (other than any taxes deducted pursuant to clause (i) above) (x) related to any of the applicable assets and (y) retained by the Borrower or any of the Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Proceeds of such Asset Sale occurring on the date of such reduction); provided, that, if no Event of Default exists and the Borrower shall deliver a certificate of a Responsible Officer of the Borrower to the Administrative Agent promptly following receipt of any such proceeds setting forth the Borrower's intention to use any portion of such proceeds, to acquire, maintain, develop, construct, improve, upgrade or repair assets useful in the business of the Borrower and the Subsidiaries or to make investments in Permitted Business Acquisitions, in each case within 15 months of such receipt, such portion of such proceeds shall not constitute Net Proceeds except to the extent not, within 15 months of such receipt, so used or contractually committed to be so used (it being understood that if any portion of such proceeds are not so used within such 15-month period but within such 15-month period are contractually committed to be used, then, upon the termination of such contract, such remaining portion shall constitute Net Proceeds as of the date of such termination or expiry without giving effect to this proviso); provided, further, that (A) no proceeds realized in a single transaction or series of related transactions shall constitute Net Proceeds unless such proceeds shall exceed $5.0 million, (B) no proceeds shall constitute Net Proceeds in any fiscal year until the aggregate amount of all such proceeds in such fiscal year shall exceed $10.0 million, (C) after the Bridge Term Facility Maturity Date, at any time during the 15-month period contemplated by the immediately preceding proviso above, if, on a Pro Forma Basis after giving effect to the Asset Sale and the application of the proceeds thereof, the Total Net First Lien Leverage Ratio is less

than or equal to 4.00 to 1.00, none of such proceeds shall constitute Net Proceeds, and (D) proceeds from the sale or other disposition of any ABL Assets (including any indirect sale or other disposition occurring by reason of the indirect sale or other disposition of the person that holds such ABL Assets) shall not constitute Net Proceeds to the extent that the Revolving Credit Agreement requires that such proceeds be applied in payment of any obligations thereunder, and

(b) 100% of the cash proceeds from the incurrence, issuance or sale by the Borrower or any Subsidiary Loan Party of any Indebtedness (other than Excluded Indebtedness), net of all taxes and fees (including investment banking fees), commissions, costs and other expenses, in each case incurred in connection with such issuance or sale.

For purposes of calculating the amount of Net Proceeds, fees, commissions and other costs and expenses payable to the Borrower or any Affiliate of the Borrower shall be disregarded, except for financial advisory fees customary in type and amount paid to Affiliates of the Funds and otherwise not prohibited from being paid hereunder.

"New First Lien Notes" shall mean any senior secured first lien notes issued by the Borrower for the purposes of refinancing its Indebtedness hereunder (or, on or prior to the Closing Date, its undrawn commitments hereunder).

"New First Lien Notes Indenture" means the indenture relating to the New First Lien Notes containing such provisions as are customary in similar transactions and substantially in the form of the Existing Second Lien Notes Indentures.

"New Second Lien Notes" shall mean any senior secured second lien notes issued by the Borrower for the purposes of refinancing its Indebtedness under the Second Lien Bridge Credit Agreement (or, on or prior to the Closing Date, its undrawn commitments thereunder) or otherwise to fund a portion of the Acquisition in an aggregate principal amount not to exceed $1,275,000,000.

"New York Courts" shall have the meaning assigned to such term in Section 9.15(a).

"Non-Consenting Lender" shall have the meaning assigned to such term in Section 2.19(c).

"Note" shall have the meaning assigned to such term in Section 2.09(e).

"Obligations" shall mean all amounts owing to the Administrative Agent or any Lender pursuant to the terms of this Agreement or any other Loan Document.

"Offer" means a takeover offer (as defined in Chapter 3 of Part 28 of the Companies Act of 2006) to be made by or on behalf of Holdings in accordance with the Offer Documents to acquire the entire issued and to be issued share capital of the Target and, where the context admits, any subsequent revision, variation, extension or renewal of such offer.

"Offer Closing Certificate" means in respect of an Offer, a certificate from the Borrower confirming that:

(a) the Minimum Acceptance Condition has been satisfied; and

(b) all other conditions (except for any condition relating to the payment of the consideration in respect of the Acquisition) of the Offer have been satisfied or waived (and, to the extent waived, confirming that any such waiver does not, or will not upon becoming effective, constitute a Certain Funds Default).

"Offer Documents" means the Rule 2.7 Announcement, the Offering Circular and any other documents to be sent by the Acquisition SPV to the Target's shareholders, and otherwise made available to such persons and in the manner required by Rule 24.1 of the Takeover Code in connection with the Offer.

"Offer Effective Date" means, if the Acquisition proceeds by way of an Offer, the date on which the Offer is declared unconditional in all respects by Acquisition SPV.

"Offering Circular" means, if the Acquisition proceeds by way of an Offer, any public offer document issued or to be issued by Acquisition SPV to the Target's shareholders in connection with an Offer setting out the terms of the Offer (including any amendments, revisions or extensions thereof).

"Offering Document" shall have the meaning assigned to such term in Section 5.14(i)(b)(y).

"Original Agreement Date" shall have the meaning assigned to such term in the recitals hereto.

"Other Taxes" shall mean any and all present or future stamp or documentary taxes or any other excise, transfer, sales, property, intangible, mortgage recording, or similar taxes, charges or levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, the Loan Documents, and any and all interest and penalties related thereto (but not Excluded Taxes).

"Overdraft Line" shall have the meaning assigned to such term in Section 6.01(w).

"Parent Entity" means any direct or indirect parent of Holdings.

"Participant" shall have the meaning assigned to such term in Section 9.04(c)(i).

"PATRIOT Act" shall have the meaning assigned to such term in Section 9.19.

"PBGC" shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"Perfection Certificate" shall mean the Perfection Certificate with respect to Borrower and the other Loan Parties in a form reasonably satisfactory to the Administrative Agent.

"Permanent Security" means the New First Lien Notes, notes or other debt securities of the Borrower issued pursuant to Section 5.15 of this Agreement in an aggregate amount of gross cash proceeds sufficient to refinance the Loans or replace the Commitments.

"Permitted Business Acquisition" shall mean any acquisition of all or substantially all the assets of, or all the Equity Interests (other than directors' qualifying shares) in, or merger or consolidation with, a person or division or line of business of a person (or any subsequent investment made in a person, division or line of business previously acquired in a Permitted Business Acquisition), if immediately after giving effect thereto: (i) no Event of Default shall have occurred and be continuing or would result

therefrom (or, in connection with a Limited Condition Acquisition, no Specified Event of Default shall have occurred and be continuing or would result therefrom); (ii) all transactions related thereto shall be consummated in accordance with applicable laws; (iii) with respect to any such acquisition or investment with a fair market value in excess of $20.0 million, the Borrower and its Subsidiaries shall be in Pro Forma Compliance after giving effect to such acquisition or investment and any related transactions; (iv) any acquired or newly formed Subsidiary shall not be liable for any Indebtedness except for Indebtedness permitted by Section 6.01; (v) to the extent required by Section 5.10, any person acquired in such acquisition, if acquired by the Borrower or a Domestic Subsidiary, shall be merged into the Borrower or a Subsidiary Loan Party or become upon consummation of such acquisition a Subsidiary Loan Party, and (vi) the aggregate amount of such acquisitions and investments in assets that are not owned by the Borrower or Subsidiary Loan Parties or in Equity Interests in persons that are not Subsidiary Loan Parties or persons that do not become Subsidiary Loan Parties upon consummation of such acquisition (within the time periods provided in Section 5.10) shall not exceed the greater (x) 4.5% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such acquisition or investment for which financial statements have been delivered pursuant to Section 5.04 and (y) $150 million.

"Permitted Investments" shall mean:

(a) direct obligations of the United States of America or any member of the European Union or any agency thereof or obligations guaranteed by the United States of America or any member of the European Union or any agency thereof, in each case with maturities not exceeding two years;

(b) time deposit accounts, certificates of deposit and money market deposits maturing within 180 days of the date of acquisition thereof issued by a bank or trust company that is organized under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America having capital, surplus and undivided profits in excess of $250 million and whose long-term debt, or whose parent holding company's long-term debt, is rated A (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(c) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (a) above entered into with a bank meeting the qualifications described in clause (b) above;

(d) commercial paper, maturing not more than one year after the date of acquisition, issued by a corporation (other than an Affiliate of the Borrower) organized and in existence under the laws of the United States of America or any foreign country recognized by the United States of America with a rating at the time as of which any investment therein is made of P-1 (or higher) according to Moody's, or A-1 (or higher) according to S&P;

(e) securities with maturities of two years or less from the date of acquisition issued or fully guaranteed by any State, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least A by S&P or A by Moody's;

(f) shares of mutual funds whose investment guidelines restrict 95% of such funds' investments to those satisfying the provisions of clauses (a) through (e) above;

(g) money market funds that (i) comply with the criteria set forth in Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000.0 million;

(h) time deposit accounts, certificates of deposit and money market deposits in an aggregate face amount not in excess of 0.5% of the total assets of the Borrower and the Subsidiaries, on a consolidated basis, as of the end of the Borrower's most recently completed fiscal year; and

(i) instruments equivalent to those referred to in clauses (a) through (h) above denominated in any foreign currency comparable in credit quality and tenor to those referred to above and commonly used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction.

"Permitted Liens" shall have the meaning assigned to such term in Section 6.02.

"Permitted Receivables Documents" shall mean all documents and agreements evidencing, relating to or otherwise governing a Permitted Receivables Financing.

"Permitted Receivables Financing" shall mean one or more transactions pursuant to which (i) Receivables Assets or interests therein are sold to or financed by one or more Special Purpose Receivables Subsidiaries, and (ii) such Special Purpose Receivables Subsidiaries finance their acquisition of such Receivables Assets or interests therein, or the financing thereof, by selling or borrowing against Receivables Assets; provided that (A) recourse to the Borrower or any Subsidiary (other than the Special Purpose Receivables Subsidiaries) in connection with such transactions shall be limited to the extent customary for similar transactions in the applicable jurisdictions (including, to the extent applicable, in a manner consistent with the delivery of a "true sale"/"absolute transfer" opinion with respect to any transfer by the Borrower or any Subsidiary (other than a Special Purpose Receivables Subsidiary), and (B) the aggregate Receivables Net Investment since the Effective Date shall not exceed $100 million at any time.

"Permitted Refinancing Indebtedness" shall mean any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund (collectively, to "Refinance"), the Indebtedness being Refinanced (or previous refinancings thereof constituting Permitted Refinancing Indebtedness); provided, that (a) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so Refinanced (plus unpaid accrued interest and premium thereon and underwriting discounts, fees, commissions and expenses), (b) except with respect to Section 6.01(i), the weighted average life to maturity of such Permitted Refinancing Indebtedness is greater than or equal to the earlier of the weighted average life to maturity of the Indebtedness being Refinanced and (ii) the final maturity date of such Permitted Refinancing Indebtedness is no earlier than the final maturity date of the Indebtedness being Refinanced and no earlier than the final maturity date on the Rollover Loan Maturity Date, (c) if the Indebtedness being Refinanced is subordinated in right of payment to the Obligations under this Agreement, such Permitted Refinancing Indebtedness shall be subordinated in right of payment to such Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being Refinanced, (d) no Permitted Refinancing Indebtedness shall have different obligors, or greater guarantees or security, than the Indebtedness being Refinanced and (e) if the Indebtedness being Refinanced is secured by any collateral (whether equally and ratably with, or junior

to, the Secured Parties or otherwise), such Permitted Refinancing Indebtedness may be secured by such collateral (including in respect of working capital facilities of Foreign Subsidiaries otherwise permitted under this Agreement only, any collateral pursuant to after-acquired property clauses to the extent any such collateral secured the Indebtedness being Refinanced) on terms no less favorable to the Secured Parties than those contained in the documentation governing the Indebtedness being Refinanced; provided, further, that with respect to a refinancing of (x) subordinated Indebtedness permitted to be incurred herein, such Permitted Refinancing Indebtedness shall (i) be subordinated to the guarantee by Holdings and the Subsidiary Loan Parties of the Facilities, and be otherwise on terms not materially less favorable to the Lenders than those contained in the documentation governing the Indebtedness being refinanced and (y) the Existing Second Lien Notes, Indebtedness under the First Lien Bridge Agreement, the New First Lien Notes, Indebtedness under the Second Lien Bridge Agreement and the New Second Lien Notes, (i) the Liens, if any, securing such Permitted Refinancing Indebtedness shall be subject to an intercreditor agreement that is substantially consistent with and no less favorable to the Lenders in all material respects than the Second Priority Intercreditor Agreement and (ii) such Permitted Refinancing Indebtedness shall be otherwise on terms not materially less favorable to the Lenders than those contained in the documentation governing the Indebtedness being Refinanced.

"Permitted Supplier Finance Facility" shall mean an arrangement entered into with one or more third-party financial institutions for the purpose of facilitating the processing of receivables such that receivables are purchased directly by such third-party financial institutions from the Borrower or one of its Subsidiaries at such discounted rates as may be agreed; provided that (i) no third-party financial institution shall have any recourse to the Borrower, its Material Subsidiaries or any other Loan Party in connection with such arrangement and (ii) none of the Borrower, any of its Material Subsidiaries or any other Loan Party shall Guarantee any liabilities or obligations with respect to such arrangement (including, without limitation, none of the Borrower, any of its Material Subsidiaries or any other Loan Party shall provide any guarantee, surety or other credit support for any of the obligations owed by any customer to such third party financial institution under any such financing arrangement).

"Person" or "person" shall mean any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company or government, individual or family trusts, or any agency or political subdivision thereof.

"Plan" shall mean any employee pension benefit plan, as such term is defined in Section 3(2) of ERISA, (other than a Multiemployer Plan), (i) subject to the provisions of Title IV of ERISA, (ii) sponsored or maintained (at the time of determination or at any time within the five years prior thereto) by Holdings, the Borrower or any ERISA Affiliate, or (iii) in respect of which Holdings, the Borrower, any Subsidiary or any ERISA Affiliate 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.

"Platform" shall have the meaning assigned to such term in Section 9.17.

"Pledged Collateral" shall have the meaning assigned to such term in the Collateral Agreement.

"primary obligor" shall have the meaning given such term in the definition of the term "Guarantee."

"Pro Forma Basis" shall mean, as to any person, for any events as described below that occur subsequent to the commencement of a period for which the financial effect of such events is being calculated, and giving effect to the events for which such calculation is being made, such calculation as

will give pro forma effect to such events as if such events occurred on the first day of the four consecutive fiscal quarter period ended on or before the occurrence of such event (the "Reference Period"): (i) in making any determination of EBITDA, effect shall be given to any Asset Sale, any acquisition (or any similar transaction or transactions not otherwise permitted under Section 6.04 or 6.05 that require a waiver or consent of the Required Lenders and such waiver or consent has been obtained), any dividend, distribution or other similar payment, any designation of any Subsidiary as an Unrestricted Subsidiary and any Subsidiary Redesignation, and any restructurings of the business of the Borrower or any of its Subsidiaries that are expected to have a continuing impact and are factually supportable, which would include cost savings resulting from head count reduction, closure of facilities and similar operational and other cost savings, which adjustments the Borrower determines are reasonable as set forth in a certificate of a Financial Officer of the Borrower (the foregoing, together with any transactions related thereto or in connection therewith, the "relevant transactions"), in each case that occurred during the Reference Period (or, in the case of determinations made pursuant to the definition of the term "Permitted Business Acquisition" or pursuant to Sections 2.11(b), 6.01(r), 6.02(u) or 6.06(e), occurring during the Reference Period or thereafter and through and including the date upon which the respective Permitted Business Acquisition or incurrence of Indebtedness or Liens, Asset Sale, or dividend is consummated), (ii) in making any determination on a Pro Forma Basis, (x) all Indebtedness (including Indebtedness issued, incurred or assumed as a result of, or to finance, any relevant transactions and for which the financial effect is being calculated, whether incurred under this Agreement or otherwise, but excluding normal fluctuations in revolving Indebtedness incurred for working capital purposes and amounts outstanding under any Permitted Receivables Financing, in each case not to finance any acquisition) issued, incurred, assumed or permanently repaid during the Reference Period (or, in the case of determinations made pursuant to the definition of the term "Permitted Business Acquisition" or pursuant to Sections 2.11(b), 6.01(r), 6.02(u) or 6.06(e), occurring during the Reference Period or thereafter and through and including the date upon which the respective Permitted Business Acquisition or incurrence of Indebtedness or Liens, Asset Sale, or dividend is consummated) shall be deemed to have been issued, incurred, assumed or permanently repaid at the beginning of such period and (y) Interest Expense of such person attributable to interest on any Indebtedness, for which pro forma effect is being given as provided in preceding clause (x) (A) bearing floating interest rates shall be computed on a pro forma basis as if the rate in effect on the date of such calculation had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness if such Hedging Obligation has a remaining term in excess of 12 months), and (B) in respect of a Capital Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Borrower to be the rate of interest implicit in such Capital Lease Obligation in accordance with GAAP; and (iii) (A) any Subsidiary Redesignation then being designated, effect shall be given to such Subsidiary Redesignation and all other Subsidiary Redesignations after the first day of the relevant Reference Period and on or prior to the date of the respective Subsidiary Redesignation then being designated, collectively, and (B) any designation of a Subsidiary as an Unrestricted Subsidiary, effect shall be given to such designation and all other designations of Subsidiaries as Unrestricted Subsidiaries after the first day of the relevant Reference Period and on or prior to the date of the then applicable designation of a Subsidiary as an Unrestricted Subsidiary, collectively.

Calculations made pursuant to the definition of the term "Pro Forma Basis" shall be determined in good faith by a Responsible Officer of the Borrower and may include adjustments to reflect (1) operating expense reductions and other operating improvements or synergies reasonably expected to result from such relevant transaction, which adjustments are reasonably anticipated by the Borrower to be realizable in connection with such relevant transaction (or any similar transaction or transactions made in compliance with this Agreement or that require a waiver or consent of the Required Lenders) and are estimated on a good faith basis by the Borrower, and (2) all adjustments reflected in any pro forma

financial statements and pro forma adjusted EBITDA included in the Information Memorandum to the extent such adjustments, without duplication, continue to be applicable. The Borrower shall deliver to the Administrative Agent a certificate of a Financial Officer of the Borrower setting forth such demonstrable or additional operating expense reductions and other operating improvements or synergies and information and calculations supporting them in reasonable detail.

"Pro Forma Compliance" shall mean, at any date of determination, that the Borrower (together with its Subsidiaries on a consolidated basis) shall be in compliance, on a Pro Forma Basis after giving effect on a Pro Forma Basis to the relevant transactions (including the assumption, the issuance, incurrence and permanent repayment of Indebtedness), with a Total Net First Lien Leverage Ratio not to exceed 4.00 to 1.00, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower and its Subsidiaries for which the financial statements and certificates required pursuant to Section 5.04 have been delivered, and the Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower to such effect, together with all relevant financial information.

"Projections" shall mean any projections of Holdings, the Borrower and the Subsidiaries included in the Information Memorandum and any other projections and any forward-looking statements (including statements with respect to booked business) of such entities furnished to the Lenders or the Administrative Agent by or on behalf of Holdings, the Borrower or any of the Subsidiaries prior to the Closing Date.

"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 Lender" shall have the meaning assigned to such term in Section 9.17.

"Purchase Agreement" shall have the meaning assigned to such term in Section 5.14(ii).

"Qualified CFC Holding Company" shall mean a Wholly Owned Subsidiary of the Borrower that is a limited liability company, that (a) is in compliance with Section 6.11 and (b) the primary asset of which consists of Equity Interests in either (i) a Foreign Subsidiary or (ii) a limited liability company that is in compliance with Section 6.11 and the primary asset of which consists of Equity Interests in a Foreign Subsidiary.

"Qualified Equity Interests" means any Equity Interests other than Disqualified Stock.

"Real Property" means, collectively, all right, title and interest (including any leasehold estate) in and to any and all parcels of or interests in real property owned in fee or leased by any Loan Party, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures incidental to the ownership or lease thereof.

"Receivables Assets" shall mean accounts receivable (including any bills of exchange) and related assets and property from time to time originated, acquired or otherwise owned by the Borrower or any Subsidiary.

"Receivables Net Investment" shall mean the aggregate cash amount paid by the lenders or purchasers under any Permitted Receivables Financing in connection with their purchase of, or the making of loans secured by, Receivables Assets or interests therein, as the same may be reduced from

time to time by collections with respect to such Receivables Assets or otherwise in accordance with the terms of the Permitted Receivables Documents (but excluding any such collections used to make payments of items included in clause (c) of the definition of "Interest Expense"); provided, however, that if all or any part of such Receivables Net Investment shall have been reduced by application of any distribution and thereafter such distribution is rescinded or must otherwise be returned for any reason, such Receivables Net Investment shall be increased by the amount of such distribution, all as though such distribution had not been made.

"Reference Period" shall have the meaning assigned to such term in the definition of the term "Pro Forma Basis."

"Refinance" shall have the meaning assigned to such term in the definition of the term "Permitted Refinancing Indebtedness," and "Refinanced" shall have a meaning correlative thereto.

"Register" shall have the meaning assigned to such term in Section 9.04(b)(iv).

"Registration Statement" shall have the meaning assigned to such term in Section 5.14(i)(b)(x).

"Regulation U" shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation X" shall mean Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Related Fund" shall mean, with respect to any Lender that is a fund that invests in bank or commercial loans and similar extensions of credit, any other fund that invests in bank or commercial loans and similar extensions of credit and is advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity (or an Affiliate of such entity) that administers, advises or manages such Lender.

"Related Parties" shall mean, with respect to any specified person, such person's Affiliates and the respective directors, trustees, officers, employees, agents and advisors of such person and such person's Affiliates.

"Related Sections" shall have the meaning assigned to such term in Section 6.04.

"Release" shall mean any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, emanating or migrating in, into, onto or through the environment.

"Remaining Present Value" shall mean, as of any date with respect to any lease, the present value as of such date of the scheduled future lease payments with respect to such lease, determined with a discount rate equal to a market rate of interest for such lease reasonably determined at the time such lease was entered into.

"Reportable Event" shall mean any reportable event as defined in Section 4043(c) of ERISA or the regulations issued thereunder, other than those events as to which the 30-day notice period referred to in Section 4043(c) of ERISA has been waived, with respect to a Plan (other than a Plan maintained by an

ERISA Affiliate that is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the IRS Code).

"Required Lenders" shall mean, at any time, Lenders having Loans outstanding that represent more than 50% of all Loans outstanding. The Loans of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"Responsible Officer" of any person shall mean any executive officer or Financial Officer of such person and any other officer or similar official thereof responsible for the administration of the obligations of such person in respect of this Agreement.

"Revaluation Date" shall mean, with respect to any Term Loan denominated in Euros, each of the following, (a) (i) the date of the Borrowing of such Term Loan and (ii) each date of a conversion into or continuation of such Term Loan pursuant to the terms of this Agreement and (b) any additional date as the Administrative Agent may determine at any time when an Event of Default exists.

"Revolving Credit Agreement" shall mean that certain Amended and Restated Revolving Credit Agreement dated as of April 3, 2007 and as amended on or prior to the date hereof, including any refinancing thereof, among Holdings, the Borrower, certain subsidiaries of the Borrower party thereto, the lenders and agents party thereto and Bank of America, as administrative agent, as amended, restated, supplemented, waived, replaced, restructured, repaid, refunded, refinanced or otherwise modified from time to time, including any agreement or indenture extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Indebtedness under such agreement or agreements or indenture or indentures or increasing the amount loaned thereunder or altering the maturity thereof.

"Revolving Facility Loans" shall mean loans made pursuant to and in accordance with the Revolving Credit Agreement.

"Revolving Facility Collateral Agent" shall have the meaning assigned to such term in the Senior Lender Intercreditor Agreement.

"Revolving Facility Secured Parties" shall have the meaning assigned thereto in the Senior Lender Intercreditor Agreement.

"Revolving Loan Documents" shall mean the "Loan Documents" as defined in the Revolving Credit Agreement."

"Rollover Conversion" shall have the meaning assigned to such term in Section 2.01(d).

"Rollover Fees" means the fees paid by the Investors or Borrower to the Bridge Term Loan Lenders as set forth in the Fee Letter in respect of the Rollover Loans made by the Lenders on the Bridge Term Loan Maturity Date to refinance any outstanding Bridge Term Loans.

"Rollover Loan Maturity Date" means the sixth anniversary of the Bridge Term Loan Maturity Date.

"Rollover Loans" shall have the meaning assigned to such term in Section 2.01(d).

"Rule 2.7 Announcement" shall mean the press announcement released by Acquisition SPV and the Target to announce a firm intention on the part of Acquisition SPV to make an offer to acquire the Target Shares on the terms of the Scheme or the Offer (as applicable) in accordance with Rule 2.7 of the Takeover Code.

"S&P" shall mean Standard & Poor's Ratings Group, Inc.

"Sale and Lease-Back Transaction" shall have the meaning assigned to such term in Section 6.03.

"Scheme" means a scheme of arrangement made pursuant to Part 26 of the Companies Act of 2006 between the Target and the holders of the Target Shares in relation to the transfer of the entire issued and to be issued share capital of the Target (with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Acquisition SPV and the Target) as contemplated by the Scheme Circular (with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Acquisition SPV and the Target).

"Scheme Circular" means a document issued by or on behalf of the Target to shareholders of the Target setting out the proposals for the Scheme stating the recommendation of the Scheme to the shareholders of Target by the board of directors of Target including the notice of General Meeting and the Court Meeting.

"Scheme Documents" means the Rule 2.7 Announcement, the Scheme Circular together with the notices of the Court Meeting and General Meeting which accompany that Scheme Circular, the Scheme Resolutions, any other document dispatched by or on behalf of the Target to its shareholders in connection with the Scheme.

"Scheme Effective Date" means, if the Acquisition proceeds by way of a Scheme, the date on which the Court Orders are duly filed with the Registrar of Companies in England and Wales and the Scheme becomes effective in accordance with English law.

"Scheme Resolutions" means, if the Acquisition proceeds by way of a Scheme, the resolutions of the Target shareholders for the implementation of the Scheme referred to and substantially in the form to be set out in the Scheme Circular.

"SEC" shall mean the Securities and Exchange Commission or any successor thereto.

"Second Lien Bridge Credit Agreement" shall mean that certain Second Lien Credit Agreement, as in effect on the Effective Date and as the same may be amended, amended and restated, modified, supplemented, extended, or renewed from time to time in accordance with the terms hereof and thereof among Holdings, the Borrower, certain lenders party thereto and Wells Fargo Bank, National Association as the administrative agent and collateral agent. References to the Second Lien Bridge Credit Agreement shall include any indenture or other agreement evidencing extension or exchange notes issuances in accordance with the terms of the Second Lien Bridge Credit Agreement but shall not include indentures relating to other issuances of New Second Lien Notes.

"Second Lien Bridge Credit Facility" shall have the meaning assigned to such term in the recitals hereto.

"Second Lien Bridge Joinder to Second Priority Intercreditor Agreement" shall mean the Second Lien Bridge Joinder to Second Priority Intercreditor Agreement, dated as of the date hereof, as amended, supplemented or otherwise modified from time to time, in the form of Exhibit F under the Second Lien Bridge Credit Agreement, among Holdings, the Borrower, the Subsidiary Loan Parties, each Subsidiary that becomes a party thereto after the date hereof, the "Collateral Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Revolving Credit Agreement, the "Collateral Agent" under the Revolving Credit Agreement, U.S. Bank National Association, as Existing Second Priority Agent, the "Collateral Agent" under the Second Lien Bridge Credit Agreement and the "Administrative Agent" under the Second Lien Bridge Credit Agreement.

"Second Priority Intercreditor Agreement" shall mean the Second Amended and Restated Intercreditor Agreement dated February 5, 2008, as amended, supplemented or otherwise modified from time to time, among Holdings, the Borrower, the Subsidiary Loan Parties, each Subsidiary that becomes a party thereto after the date hereof, the "Collateral Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Revolving Credit Agreement and the "Collateral Agent" under the Revolving Credit Agreement and U.S. Bank National Association, as Second Priority Agent and as further supplemented by each of the Term Loan Joinder to Second Priority Intercreditor Agreement, the First Lien Bridge Joinder to Second Priority Intercreditor Agreement and the Second Lien Bridge Joinder to Second Priority Intercreditor Agreement.

"Secured Parties" shall mean the "Secured Parties" as defined in the Collateral Agreement.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Securities Demand" shall have the meanings assigned to such term in Section 5.15(a).

"Security Documents" shall mean the Mortgages, the Collateral Agreement, the Foreign Pledge Agreements and each of the security agreements and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to Section 5.10.

"Senior Fixed Collateral Intercreditor Agreement" shall mean the Senior Fixed Collateral Priority and Intercreditor Agreement dated February 5, 2008, as amended, supplemented or otherwise modified from time to time, among Holdings, the Borrower, the Subsidiary Loan Parties, each Subsidiary that becomes a party thereto after the date hereof, the "Collateral Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Existing Credit Agreement and as further supplemented by each of the Term Loan Joinder to Senior Fixed Collateral Intercreditor Agreement and the First Lien Bridge Joinder to Senior Fixed Collateral Intercreditor Agreement.

"Senior Lender Intercreditor Agreement" shall mean the Second Amended and Restated Senior Lender Priority and Intercreditor Agreement dated February 5, 2008, as amended, supplemented or otherwise modified from time to time, among Holdings, the Borrower, the Subsidiary Loan Parties, each Subsidiary that becomes a party thereto after the date hereof, the "Collateral Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Revolving Credit Agreement and the "Collateral Agent" under the Revolving Credit Agreement and as further supplemented by each of the Term Loan Joinder to Senior Lender Intercreditor Agreement and the First Lien Bridge Joinder to Senior Lender Intercreditor Agreement.

"Special Purpose Receivables Subsidiary" shall mean a direct or indirect Subsidiary of the Borrower established in connection with a Permitted Receivables Financing for the acquisition of Receivables Assets or interests therein, and which is organized in a manner intended to reduce the likelihood that it would be substantively consolidated with Holdings, the Borrower or any of the Subsidiaries (other than Special Purpose Receivables Subsidiaries) in the event Holdings, the Borrower or any such Subsidiary becomes subject to a proceeding under the U.S. Bankruptcy Code (or other insolvency law).

"Specified Event of Default" means an Event of Default under Section 7.01(b), (c), (h) or (i).

"Squeeze-Out" shall mean any procedure under the Companies Act of 2006 for the compulsory acquisition by Acquisition SPV of any minority shareholders in the Target.

"Squeeze-Out Date" shall mean the first date on which Acquisition SPV becomes entitled to exercise the Squeeze-Out Procedures.

"Squeeze-Out Procedure" shall mean the procedure to be implemented following the date on which the Offer is declared or becomes unconditional in all respects under sections 979 to 982 (inclusive) of the Companies Act of 2006 to acquire all of the outstanding Target Shares which Acquisition SPV has not acquired, contracted to acquire or in respect of which it has not received valid acceptances.

"Statutory Reserves" shall mean, with respect to any currency, any reserve, liquid asset or similar requirements established by any Governmental Authority of the United States of America or of the jurisdiction of such currency or any jurisdiction in which Loans in such currency are made to which banks in such jurisdiction are subject for any category of deposits or liabilities customarily used to fund loans in such currency or by reference to which interest rates applicable to Loans in such currency are determined.

"Sterling" or "£" means the official lawful currency of the United Kingdom.

"Subagent" shall have the meaning assigned to such term in Section 8.02.

"Subordinated Intercompany Debt" shall have the meaning assigned to such term in Section 6.01(e)(ii).

"subsidiary" shall mean, with respect to any person (herein referred to as the "parent"), any corporation, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" shall mean, unless the context otherwise requires, a subsidiary of the Borrower. Notwithstanding the foregoing (and except for purposes of Sections 3.09, 3.13, 3.15, 3.16, 5.03, 5.09 and 7.01(k), and the definition of Unrestricted Subsidiary contained herein), an Unrestricted Subsidiary shall be deemed not to be a Subsidiary of the Borrower or any of its Subsidiaries for purposes of this Agreement.

"Subsidiary Loan Party" shall mean (a) each Domestic Subsidiary of the Borrower on the Effective Date and (b) each Domestic Subsidiary of the Borrower that becomes, or is required to become, a party to the Collateral Agreement, the Second Priority Intercreditor Agreement, the Senior Fixed Collateral Intercreditor Agreement and the Senior Lender Intercreditor Agreement after the Effective Date.

"Subsidiary Redesignation" shall have the meaning provided in the definition of "Unrestricted Subsidiary" contained in this Section 1.01.

"Swap Agreement" shall mean any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities (including, for the avoidance of doubt, resin), equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided, that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Holdings, the Borrower or any of the Subsidiaries shall be a Swap Agreement.

"Take-out Financing" shall have the meaning assigned to such term in Section 5.15(a)(ii).

"Takeover Code" shall mean the United Kingdom City Code on Takeovers and Mergers, as administered by the Takeover Panel, as may be amended from time to time.

"Takeover Panel" shall mean the United Kingdom Panel on Takeovers and Mergers.

"Target" shall have the meaning assigned to such term in the recitals hereto.

"Target Group" shall mean the Target and its subsidiaries.

"Target Shares" shall mean the existing unconditionally allotted or issued and fully paid ordinary shares of Five pence each in the capital of the Target and any further such ordinary shares which are unconditionally allotted or issued before the Closing Date.

"Taxes" shall mean any and all present or future taxes, levies, imposts, duties (including stamp duties), deductions, withholdings or similar charges (including *ad valorem* charges) imposed by any Governmental Authority and any and all interest and penalties related thereto.

"Term Facilities" shall mean the Bridge Euro Term Loan Facility and the Bridge Sterling Term Loan Facility.

"Term Facility Maturity Date" shall mean the Bridge Euro Term Facility Maturity Date, the Bridge Sterling Term Facility Maturity Date or the Rollover Loan Maturity Date, as applicable.

"Term Loans" shall mean the Bridge Euro Term Loans, the Bridge Sterling Term Loans or the Rollover Loans, as applicable.

"Term Loan Credit Agreement" shall mean that certain Term Loan Credit Agreement, as in effect on the Effective Date and as the same may be amended, amended and restated, modified, supplemented, extended, or renewed from time to time in accordance with the terms hereof and thereof among Holdings,

the Borrower, certain lenders party thereto and Goldman Sachs Bank, USA as the administrative agent and collateral agent.

"Term Loan Joinder to Second Priority Intercreditor Agreement" shall mean the Term Loan Joinder to Second Priority Intercreditor Agreement, dated as of the date hereof, as amended, supplemented or otherwise modified from time to time, in the form of Exhibit G under the Term Loan Credit Agreement, among Holdings, the Borrower, the Subsidiary Loan Parties, each Subsidiary that becomes a party thereto after the date hereof, the "Collateral Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Revolving Credit Agreement, the "Collateral Agent" under the Revolving Credit Agreement, U.S. Bank National Association, as Existing Second Priority Agent, the "Collateral Agent" under the Term Loan Credit Agreement and the "Administrative Agent" under the Term Loan Credit Agreement.

"Term Loan Joinder to Senior Fixed Collateral Intercreditor Agreement" shall mean the Term Loan Joinder to Senior Fixed Collateral Agreement, dated as of the date hereof, as amended, supplemented or otherwise modified from time to time, in the form of Exhibit H under the Term Loan Credit Agreement, among Holdings, the Borrower, the Subsidiary Loan Parties, each Subsidiary that becomes a party thereto after the date hereof, the "Collateral Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Existing Credit Agreement, the "Collateral Agent" under the Term Loan Credit Agreement and the "Administrative Agent" under the Term Loan Credit Agreement.

"Term Loan Joinder to Senior Lender Intercreditor Agreement" shall mean the Term Loan Joinder to Senior Lender Intercreditor Agreement, dated as of the date hereof, as amended, supplemented or otherwise modified from time to time, in the form of Exhibit F under the Term Loan Credit Agreement, among Holdings, the Borrower, the Subsidiary Loan Parties, each Subsidiary that becomes a party thereto after the date hereof, the "Collateral Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Existing Credit Agreement, the "Administrative Agent" under the Revolving Credit Agreement, the "Collateral Agent" under the Revolving Credit Agreement, the "Collateral Agent" under the Term Loan Credit Agreement and the "Administrative Agent" under the Term Loan Credit Agreement.

"Term T Loan" shall have the meaning assigned to such term in the Existing Credit Agreement, as amended by the Incremental Assumption Agreement, dated as of May 16, 2018.

"Term Q Loan" shall have the meaning assigned to such term in the Existing Credit Agreement, as amended by the Incremental Assumption Agreement, dated as of February 12, 2018.

"Term R Loan" shall have the meaning assigned to such term in the Existing Credit Agreement, as amended by the Incremental Assumption Agreement, dated as of February 12, 2018.

"Term S Loan" shall have the meaning assigned to such term in the Existing Credit Agreement, as amended by the Incremental Assumption Agreement, dated as of May 16, 2018.

"Test Period" shall mean, on any date of determination, the period of four consecutive fiscal quarters of the Borrower then most recently ended (taken as one accounting period).

"Total Net First Lien Leverage Ratio" means, on any date, the ratio of (a) First Lien Debt as of such date to (b) EBITDA for the period of four consecutive fiscal quarters of the Borrower most recently ended as of such date, all determined on a consolidated basis in accordance with GAAP; provided, that EBITDA shall be determined for the relevant Test Period on a Pro Forma Basis.

"Transaction Documents" shall mean the Loan Documents and the Acquisition Documents.

"Transaction Equity Investment" shall mean an Investment by the Borrower or another Subsidiary Loan Party in a Subsidiary of the Borrower that is not a Subsidiary Loan Party in an aggregate amount necessary to fund the Acquisition or refinance existing debt of the Target.

"Transaction Expenses" means any fees or expenses incurred or paid by Holdings, the Borrower (or any direct or indirect parent of the Borrower) or any of its Subsidiaries in connection with the Transactions, this Agreement and the other Loan Documents (including expenses in connection with Swap Agreements) and the transactions contemplated hereby and thereby.

"Transactions" shall mean,collectively, the transactions to occur pursuant to the Transaction Documents, including (a) the consummation of the Acquisition; (b) the execution and delivery of the Loan Documents, the creation or continuation of the Liens pursuant to the Security Documents, and the initial borrowings hereunder; (c) the Backstop Term Loan Refinancing; (d) the issuance of the New First Lien Notes and the New Second Lien Notes; and (f) the payment of all Transaction Expenses.

"Type" shall mean, when used in respect of any Loan or Borrowing, the Rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined. For purposes hereof, the term "Rate" shall include the Adjusted LIBO Rate, the EURIBOR Rate and the ABR.

"Unfunded Pension Liability" means the excess of a Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Plan's assets, determined in accordance with the assumptions used for funding the Plan pursuant to Section 412 of the IRS Code for the applicable plan year.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"U.S. Bankruptcy Code" shall mean Title 11 of the United States Code, as amended, or any similar federal or state law for the relief of debtors.

"Unrestricted Cash" shall mean domestic cash or cash equivalents of the Borrower or any of its Subsidiaries that would not appear as "restricted" on a consolidated balance sheet of the Borrower or any of its Subsidiaries.

"Unrestricted Subsidiary" shall mean any subsidiary of the Borrower that is acquired or created after the Effective Date and designated by the Borrower as an Unrestricted Subsidiary hereunder by written notice to the Administrative Agent; provided, that the Borrower shall only be permitted to so designate a new Unrestricted Subsidiary after the Effective Date and so long as (a) no Default or Event of Default has occurred and is continuing or would result therefrom, (b) such Unrestricted Subsidiary shall be capitalized (to the extent capitalized by the Borrower or any of its Subsidiaries) through Investments as

permitted by, and in compliance with, Section 6.04(j), and any prior or concurrent Investments in such Subsidiary by the Borrower or any of its Subsidiaries shall be deemed to have been made under Section 6.04(j), (c) without duplication of clause (b), any assets owned by such Unrestricted Subsidiary at the time of the initial designation thereof shall be treated as Investments pursuant to Section 6.04(j), and (d) such Subsidiary shall have been designated an "unrestricted subsidiary" (or otherwise not be subject to the covenants and defaults) under Existing the Second Lien Notes Indenture, the First Lien Bridge Agreement, the Second Lien Bridge Agreement, any other Indebtedness permitted to be incurred hereby and all Permitted Refinancing Indebtedness in respect of any of the foregoing and all Disqualified Stock; provided, further, that at the time of the initial Investment by the Borrower or any of its Subsidiaries in such Subsidiary, the Borrower shall designate such entity as an Unrestricted Subsidiary in a written notice to the Administrative Agent. The Borrower may designate any Unrestricted Subsidiary to be a Subsidiary for purposes of this Agreement (each, a "Subsidiary Redesignation"); provided, that (i) such Unrestricted Subsidiary, both before and after giving effect to such designation, shall be a Wholly Owned Subsidiary of the Borrower, (ii) no Default or Event of Default has occurred and is continuing or would result therefrom, (iii) all representations and warranties contained herein and in the other Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Subsidiary Redesignation (both before and after giving effect thereto), unless stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, and (iv) the Borrower shall have delivered to the Administrative Agent an officer's certificate executed by a Responsible Officer of the Borrower, certifying to the best of such officer's knowledge, compliance with the requirements of preceding clauses (i) through (iii), inclusive.

"Wholly Owned Subsidiary" of any person shall mean a subsidiary of such person, all of the Equity Interests of which (other than directors' qualifying shares or nominee or other similar shares required pursuant to applicable law) are owned by such person or another Wholly Owned Subsidiary of such person.

"Withdrawal Liability" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Working Capital" shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis at any date of determination, Current Assets at such date of determination minus Current Liabilities at such date of determination.

"Write-Down and Conversion Powers" shall mean, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

SECTION 1.02. Terms Generally. The definitions set forth or referred to in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, any reference in this Agreement to any Loan Document shall mean such document as amended, restated, supplemented or otherwise modified from time to time. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided, that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

SECTION 1.03. Effectuation of Transactions. Each of the representations and warranties of Holdings and the Borrower contained in this Agreement (and all corresponding definitions) are made after giving effect to the Transactions, unless the context otherwise requires.

SECTION 1.04. Senior Debt. The Obligations constitute (a) "First-Lien Indebtedness" pursuant to, and as defined in, the Senior Lender Intercreditor Agreement, (b) [reserved], and (c) "First-Priority Lien Obligations" pursuant to, and as defined in, the Existing Second Lien Notes Indentures. This Agreement is a "Credit Agreement" for purposes of the Existing Second Lien Notes Indentures.

SECTION 1.05. Currency Equivalents Generally. The Administrative Agent shall determine or redetermine the Dollar Equivalent of each Loan denominated in a currency other than Dollars on each Revaluation Date and, unless otherwise specified herein, the Administrative Agent may determine or redetermine the Dollar Equivalent of any amount hereunder on any other date in its reasonable discretion. For purposes of any calculation of whether the requisite percentage of Lenders have consented to any amendment, waiver or modification of any Loan Document, the Administrative Agent may, in consultation with the Borrower, set a record date for determining the Dollar Equivalent amount of any Loan denominated in a currency other than Dollars so long as such record date is within 30 days of the effective date of such amendment, waiver or modification.

SECTION 1.06. Lending Office. Any Lender may, by notice to the Administrative Agent and the Borrower, designate an Affiliate of such Lender as its applicable Lending Office with respect to any Loans to be made by such Lender to any Borrower or make any Loan available to any Borrower by causing any foreign or domestic branch or Affiliate of such Lender to make such Loans. In the event that a Lender designates an Affiliate of such Lender as its applicable Lending Office for Loans to any Borrower under any Facility or makes any Loan available to any Borrower by causing any foreign or domestic branch or Affiliate of such Lender to make such Loans, then all Loans and reimbursement obligations to be funded by such Lender under such Facility to such Borrower shall be funded by such applicable Lending Office or foreign or domestic branch or Affiliate, as applicable, and all payments of interest, fees, principal and other amounts payable to such Lender under such Facility shall be payable to such applicable Lending Office or foreign or domestic branch or Affiliate, as applicable. Except as

provided in the immediately preceding sentence, no designation by any Lender of an Affiliate as its applicable Lending Office or making any Loan available to any Borrower by causing any foreign or domestic branch or Affiliate of such Lender to make such Loans shall alter the obligation of the Borrower to pay any principal, interest, fees or other amounts hereunder.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein:

(a) Each Lender having a Bridge Euro Term Loan Commitment agrees to make Bridge Euro Term Loans to the Borrower during the Certain Funds Period in an aggregate principal amount not to exceed its Bridge Euro Term Loan Commitment.

(b) Each Lender having a Bridge Sterling Term Loan Commitment agrees to make Bridge Sterling Term Loans to the Borrower during the Certain Funds Period in an aggregate principal amount not to exceed its Bridge Sterling Term Loan Commitment.

(c) [reserved]

(d) Subject to satisfaction of the conditions set forth in Section 2.01(e), the Borrower, and each Lender, severally and not jointly, agree that if the Bridge Term Loans have not been repaid in full on the Bridge Term Loan Maturity Date, the then outstanding principal amount of each Lender's Bridge Term Loan shall immediately after such latest specified time for payment, automatically be converted (a Rollover Conversion") into a loan in the same currency (individually a "Rollover Loan" and collectively, the "Rollover Loans") by the Borrower on the Bridge Term Loan Maturity Date in an aggregate principal amount equal to the then outstanding principal amount of such Lender's Bridge Term Loans. Rollover Loans will bear interest at a rate determined in accordance with Section 2.13.

(e) Upon the conversion of the Bridge Term Loans into Rollover Loans, each Lender shall cancel on its records a principal amount of the Bridge Term Loans held by such Lender corresponding to the principal amount of Rollover Loans issued by such Lender, which corresponding principal amount of the Bridge Term Loans shall be satisfied by the conversion of such Bridge Term Loans into Rollover Loans in accordance with Section 2.01(d). Amounts repaid in respect of Rollover Loans may not be reborrowed.

(f) For the avoidance of doubt, the Joint Lead Arrangers and the Lenders that are Affiliates of the Joint Lead Arrangers shall be entitled (in addition to the Borrower) to enforce the obligations of any Lender that has not made its share of the Loans to be made by it available to the Administrative Agent on the Closing Date by the time set forth in Section 2.03 to the extent the Joint Lead Arrangers or their affiliates have funded on behalf of such Lender.

(g) The ability of the Borrower to automatically convert Bridge Term Loans into Rollover Loans is subject to the following conditions being satisfied:

(i) at the time of any such conversion, there shall exist no Event of Default or event that, with notice and/or lapse of time, could become an Event of Default; and

(ii) all fees due to the Joint Lead Arrangers and the Lenders shall have been paid in full.

SECTION 2.02. Loans and Borrowings.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans under the same Facility and of the same Type made by the Lenders ratably in accordance with their respective Commitments under the applicable Facility. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.14, each Borrowing shall be comprised entirely of ABR Loans or Eurocurrency Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any ABR Loan or Eurocurrency Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided, that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement and such Lender shall not be entitled to any amounts payable under Section 2.15 or 2.17 solely in respect of increased costs resulting from such exercise and existing at the time of such exercise.

Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Bridge Term Facility Maturity Date.

SECTION 2.03. Requests for Borrowings. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request by (A) telephone or (B) other Borrowing Request; provided that any telephonic notice must be confirmed promptly by delivery to the Administrative Agent of a written Borrowing Request. Each notice, (a) in the case of a Eurocurrency Borrowing, not later than 12:00 p.m., Local Time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 12:00 noon, Local Time, one Business Day before the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount and currency of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing

(iv) in the case of a Eurocurrency Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(v) the location and number of the Borrower's account to which funds are to be disbursed.

If no Interest Period is specified with respect to any requested Eurocurrency Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. [Reserved].

SECTION 2.05. [Reserved].

SECTION 2.06. Funding of Borrowings.

(a) Each Lender shall make each Term Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, Local Time, 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 crediting the amounts so received, in like funds, to an account of the Borrower maintained with the Administrative Agent in London.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand (without duplication) 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 such Lender, the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans at such time. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.07. Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurocurrency Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing; provided that no Borrowings denominated in Euros or Sterling may be an ABR Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such

election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing;

(iv) the currency of the Borrowing; and

(v) if the resulting Borrowing is a Eurocurrency Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Eurocurrency Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender to which such Interest Election Request relates of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Borrowing denominated in Dollars 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 to an ABR Borrowing. If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Borrowing denominated in Euros or Sterling 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, the Borrower shall be deemed to have selected an Interest Period for a Eurocurrency Borrowing of one month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the written request (including a request through electronic means) of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Dollar denominated Borrowing may be converted to or continued as a Eurocurrency Borrowing, (ii) unless repaid, each Dollar denominated Eurocurrency Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) Borrowing denominated in Euros or Sterling shall be deemed converted or continued as Eurocurrency Borrowings of one month's duration.

SECTION 2.08. Termination of Term Loan Commitments.

(a) Each of the Bridge Euro Term Loan Commitments and the Bridge Sterling Term Loan Commitment shall be automatically and permanently reduced to zero upon the funding of the Bridge Euro Term Loans or Bridge Sterling Term Loans to be made on the Closing Date. Unless previously terminated in accordance with other terms hereof, the each of Bridge Euro Term Loan Commitments or Bridge Sterling Term Loan Commitments shall automatically terminate at 11.59 p.m., (London time), on the earlier to occur of (i) the last day of the Certain Funds Period and (ii) the consummation of the Acquisition without the use of the Bridge Term Loans.

(b) The Borrower may at any time terminate, or from time to time reduce, the Bridge Term Loan Commitments; provided, that each reduction of the Bridge Term Loan Commitments shall be in an amount that is an integral multiple of, with respect to the Bridge Euro Term Loans, €1.0 million and not less than €5.0 million and the Bridge Sterling Term Loans, £1.0 million and not less than £5.0 million. Any termination or reduction of the Bridge Term Loan Commitments shall be permanent. Each reduction of Bridge Term Loan Commitments shall be made ratably among the Lenders in accordance with their respective Bridge Term Loan Commitments.

SECTION 2.09. Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Term Loan of such Lender as provided in Section 2.10.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder and the currency, the Facility and Type thereof and the Interest Period (if any) applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) any amount received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans made by it be evidenced by a promissory note (a "Note"). In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent and reasonably acceptable to the Borrower. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.10. Repayment of Term Loans.

(a) The Bridge Term Loans will mature on the Bridge Term Loan Maturity Date and, to the extent then unpaid and subject to satisfaction of the conditions set forth in Section 2.01(e), will automatically be converted into Rollover Loans as set forth under Section 2.01(b). The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Rollover Loan on the Rollover Loan Maturity Date.

(b) [Reserved].

(c) Prepayment of the Loans from (after the Closing Date):

(i) all Net Proceeds pursuant to Section 2.11(b) shall be applied to the Loans;

(ii) any optional prepayments of the Loans pursuant to Section 2.11(a) shall be applied as the Borrower may direct; and

(iii) all proceeds of Bridge Euro Term Loans and Bridge Sterling Term Loans which have not been applied in accordance with Section 5.08, on or before the date falling one Business Day after the last day of the Certain Funds Period;

provided that any such prepayment pursuant to clause (i) above that would otherwise be required to be made during the Certain Funds Period shall be deferred until (and shall instead by made on) the date falling immediately after the last day of the Certain Funds Period.

(d) Any mandatory prepayment of Loans pursuant to Section 2.11(b)) shall be applied so that the aggregate amount of such prepayment is allocated among the Bridge Euro Term Loans, the Bridge Sterling Term Loans and Rollover Loans, if any, pro rata based on the Dollar Equivalent on the date of such prepayment of the aggregate principal amount of outstanding Loan, irrespective of whether such outstanding Loans are ABR Loans or Eurocurrency Loans. Each repayment of a Borrowing shall be applied ratably to the Loans included in the repaid Borrowing. Repayments of Loans shall be accompanied by accrued interest on the amount repaid.

SECTION 2.11. Prepayment of Loans.

(a) The Borrower shall have the right at any time and from time to time to prepay any Loan in whole or in part, without premium or penalty (but subject to Section 2.16), in an aggregate principal amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum or, if less, the amount outstanding, subject to prior notice in accordance with Section 2.10(d).

(b) The Borrower shall apply all Net Proceeds promptly upon receipt thereof to prepay Loans in accordance with paragraphs (c) and (d) of Section 2.10, subject to use of such Net Proceeds (other than in the case of Net Proceeds from Permanent Securities), to prepay loans under the Existing Credit Agreement and the Term Loan Credit Agreement). Notwithstanding the foregoing, after the Bridge Term Facility Maturity Date the Borrower may retain Net Proceeds pursuant to clause (b) of the definition thereof, provided, that the Total Net First Lien Leverage Ratio on the last day of the Borrower's then most recently completed fiscal quarter for which financial statements are available shall be less than or equal to 2.00 to 1.00.

SECTION 2.12. Fees.

(a) The Borrower agrees to pay to the Administrative Agent, for the account of the Administrative Agent, such fees as shall have been separately agreed upon in writing, including in the Fee Letters, as amended, restated, supplemented or otherwise modified from time to time, at the times specified therein.

(b) All fees shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, if and as appropriate, among the Lenders. Once paid, none of the fees shall be refundable under any circumstances.

SECTION 2.13. Interest.

(a) The Loans denominated in Dollars comprising each ABR Borrowing shall bear interest at the ABR plus the Applicable Margin. No Loans denominated in Euros or Sterling may be comprised of ABR Borrowings.

(b) The Loans denominated in Dollars comprising each Eurocurrency Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin. The Loans denominated in Sterling comprising each Eurocurrency Borrowing shall bear interest at the Adjusted LIBO Rate, for the Interest Period in effect for such Borrowing plus the Applicable Margin. The Loans denominated in Euros comprising each Eurocurrency Borrowing shall bear interest at the EURIBOR Rate, for the Interest Period in effect for such Borrowing plus the Applicable Margin.

(c) The Rollover Loans denominated in Euros shall bear interest at the First Lien Bridge Euro Total Cap and The Rollover Loans denominated in Sterling shall bear interest at the First Lien Bridge Sterling Total Cap.

(d) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fees or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section; provided, that this paragraph (d) shall not apply to any Event of Default that has been waived by the Lenders pursuant to Section 9.08.

(e) Accrued interest on each Loan shall be payable in arrears (i) on each Interest Payment Date for such Loan, and (ii) on the applicable Term Facility Maturity Date; provided, that (x) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (y) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, and (z) in the event of any conversion of any Eurocurrency 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.

(f) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the ABR at times when the ABR is based on the "prime rate" shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable

ABR, Adjusted LIBO Rate or LIBO Rate or EURIBOR Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.14. Alternate Rate of Interest.

(a) If prior to the commencement of any Interest Period for a Eurocurrency Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate or EURIBOR Rate, as applicable, for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the LIBO Rate or EURIBOR Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurocurrency Borrowing denominated in such currency shall be ineffective and such Borrowing shall be converted to or continued as on the last day of the Interest Period applicable thereto an ABR Borrowing, and (ii) if any Borrowing Request requests a Eurocurrency Borrowing, such Borrowing shall be made as an ABR Borrowing.

(b) If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) or the Borrower notifies the Administrative Agent that (i) the circumstances set forth in Section 2.14(a)(i) have arisen and such circumstances are unlikely to be temporary, (ii) the circumstances set forth in Section 2.14(a)(i) have not arisen but the supervisor for the administrator of the LIBO Rate or EURIBOR Rate, as applicable, or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBO Rate or EURIBOR Rate, as applicable, shall no longer be used for determining interest rates for loans or (iii) syndicated loans currently being executed, or that include language similar to that contained in this Section 2.14, are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace the Adjusted LIBO Rate or EURIBOR Rate, as applicable, then the Administrative Agent and the Borrower shall endeavor to establish an alternate rate of interest to the LIBO Rate or EURIBOR Rate, as applicable, that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans denominated in Dollars in the U.S., in Sterling or in Euros at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Margin); provided, that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in Section 9.08, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within three Business Days of the date a copy of such amendment is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this Section 2.14(b) (but, in the case of the circumstances described in

clause (ii) or clause (iii) above, only to the extent the LIBO Rate or EURIBOR Rate, as applicable, for such Interest Period is not available or published at such time on a current basis), (A) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurocurrency Borrowing shall be ineffective shall be continued as, or converted into, an ABR Borrowing and (B) if any Borrowing Request requests a Eurocurrency Borrowing, such Borrowing shall be made as an ABR Borrowing.

SECTION 2.15. Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender(except any such reserve requirement reflected in the Adjusted LIBO Rate or EURIBOR Rate); or

(ii) impose on any Lender or the London interbank market any other condition affecting this Agreement or Eurocurrency Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurocurrency Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by, such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as specified in paragraph (a) or (b) of this Section 2.15 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Promptly after any Lender has determined that it will make a request for increased compensation pursuant to this Section 2.15, such Lender shall notify the Borrower thereof. Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.15 shall not constitute a waiver of such Lender's right to demand such compensation; provided, that the Borrower shall not be required to compensate a Lender pursuant to this Section 2.15 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided, further, that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) The foregoing provisions of this Section 2.15 shall not apply in the case of any Change in Law in respect of Taxes, which shall instead be governed by Section 2.17.

SECTION 2.16. Break Funding Payments. In the event of (a) the payment of any principal of any Eurocurrency Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurocurrency Loan on the date specified in any notice delivered pursuant hereto or (d) the assignment of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurocurrency Loan, such loss, cost or expense to any Lender shall be deemed to be the amount determined by such Lender (it being understood that the deemed amount shall not exceed the actual amount) to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate or EURIBOR Rate, as applicable, that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue a Eurocurrency Loan, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in dollars of a comparable amount and period from other banks in the Eurodollar market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.17. Taxes.

(a) Any and all payments by or on account of any obligation of any Loan Party hereunder shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided, that if a Loan Party shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or any Lender, as applicable, receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party shall make such deductions and (iii) such Loan Party shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Each Loan Party shall indemnify the Administrative Agent and each Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender, as applicable, on or with respect to any payment by or on account of any obligation of such Loan Party hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to such Loan Party by a Lender or by the

Administrative Agent on its own behalf, on behalf of another Agent or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Loan Party to a Governmental Authority, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Any Lender that is entitled to an exemption from or reduction of withholding Tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), to the extent such Lender is legally entitled to do so, at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law as may reasonably be requested by the Borrower to permit such payments to be made without such withholding Tax or at a reduced rate; provided, that no Lender shall have any obligation under this paragraph (e) with respect to any withholding Tax imposed by any jurisdiction other than the United States if in the reasonable judgment of such Lender such compliance would subject such Lender to any material unreimbursed cost or expense or would otherwise be disadvantageous to such Lender in any material respect.

(f) Each Lender shall deliver to the Borrower and the Administrative Agent on the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two original copies of whichever of the following is applicable: (i) duly completed copies of Internal Revenue Service Form W-8BEN (or any subsequent versions thereof or successors thereto), claiming eligibility for benefits of an income tax treaty to which the United States of America is a party, (ii) duly completed copies of Internal Revenue Service Form W 8ECI (or any subsequent versions thereof or successors thereto), (iii) in the case of a Lender claiming the benefits of the exemption for portfolio interest under section 871(h) or 881(c) of the IRS Code, (x) a certificate to the effect that, for United States federal income tax purposes, such Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the IRS Code, (B) a "10 percent shareholder" of the Borrower within the meaning of section 871(h)(3) or 881(c)(3)(B) of the IRS Code, or (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the IRS Code and that, accordingly, such Lender qualifies for such exemption and (y) duly completed copies of Internal Revenue Service Form W-8BEN (or any subsequent versions thereof or successors thereto), (iv) duly completed copies of Internal Revenue Service Form W-8IMY, together with forms and certificates described in clauses (i) through (iii) above (and additional Form W-8IMYs) as may be required or (v) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower to determine the withholding or deduction required to be made. In addition, in each of the foregoing circumstances, each Lender shall deliver such forms, if legally entitled to deliver such forms, promptly upon the obsolescence, expiration or invalidity of any form previously delivered by such Lender. Each Lender shall promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the United States of America or other taxing authorities for such purpose). In addition, each Lender that is a "United States person" (as defined in Section 770(a)(30) of the IRS Code) shall deliver to the Borrower and the Administrative Agent two copies of Internal Revenue Service Form W-9 (or any subsequent versions thereof or successors thereto) on or before the date such Lender becomes a party and upon the expiration of any form previously delivered by such

Lender. Notwithstanding any other provision of this paragraph, a Lender shall not be required to deliver any form pursuant to this paragraph that such Lender is not legally able to deliver.

(g) If the Administrative Agent or a Lender receives a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which such Loan Party has paid additional amounts pursuant to this Section 2.17, it shall pay over such refund to such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.17 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender (including any Taxes imposed with respect to such refund) as is determined by the Administrative Agent or such Lender, as applicable, in good faith and in its sole discretion, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Loan Party, upon the request of the Administrative Agent or such Lender, agrees to repay as soon as reasonably practicable the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This Section 2.17(g) shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the Loan Parties or any other person.

(h) If a payment made by the Borrower hereunder or under any other Loan Document would be subject to United States federal withholding tax imposed pursuant to FATCA if any Lender fails to comply with applicable reporting and other requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the IRS Code, as applicable), such Lender shall use commercially reasonable efforts to deliver to the Borrower and the Administrative Agent, at the time or times prescribed by applicable law or as reasonably requested by the Borrower or the Administrative Agent, any documentation reasonably requested by the Borrower or the Administrative Agent reasonably satisfactory to the Borrower or the Administrative Agent for the Borrower and the Administrative Agent to comply with their obligations under FATCA to determine the amount to withhold or deduct from such payment and to determine whether such Lender has complied with such applicable reporting and other requirements of FATCA, provided, that, notwithstanding any other provision of this subsection, no Lender shall be required to deliver any document pursuant to this subsection that such Lender is not legally able to deliver or, if in the reasonable judgment of such Lender, such compliance would subject such Lender to any material unreimbursed cost or expense or would otherwise be disadvantageous to such Lender in any material respect, provided, further, that in the event a Lender does not comply with the requirements of this subsection 2.17(h) as a result of the application of the first proviso of this subsection 2.17(h), then such Lender shall be deemed for purposes of this Agreement to have failed to comply with the requirements under FATCA.

SECTION 2.18. Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Unless otherwise specified, the Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.15, 2.16, or 2.17, or otherwise) prior to 2:00 p.m., Local Time, on the date when due, in immediately available funds, without condition or deduction for any defense, recoupment, set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account designated to the Borrower by the Administrative Agent, except that payments pursuant to Sections 2.15, 2.16, 2.17 and

9.05 shall be made directly to the persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to 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. All payments under the Loan Documents shall be made in Dollars (except that payments in respect of any Euro denominated Obligations shall be made in Euros). Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) If at any time insufficient funds are received by and available to the Administrative Agent from the Borrower to pay fully all amounts of principal, interest and fees then due from the Borrower hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due from the Borrower hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due from such Borrower hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans (based on the Dollar Equivalent on the date of such purchase); provided, that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph (c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph (c) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the

Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.06(b) or 2.18(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

(f) Notwithstanding anything herein to the contrary, with respect to any prepayment of principal made pursuant to Section 2.10(c) or (d) in respect of Permanent Securities, in the event any Lender or affiliate of a Lender purchases Permanent Securities from Borrower pursuant to a Securities Demand hereunder at an issue price above the level at which such Lender or affiliate has determined such Permanent Securities can be resold by such Lender or affiliate to a bona fide third party at the time of such purchase (and notifies the Borrower thereof), the net proceeds received by the Borrower in respect of such Permanent Securities may, at the option of such Lender or affiliate, be applied first to repay the Loans hereunder held by such Lender or affiliate (provided that if there is more than one such Lender or affiliate then such Net Proceeds will be applied pro rata to repay the Loans hereunder of all such Lenders or affiliates in proportion to such Lenders' or affiliates' principal amount of Permanent Securities purchased from the Borrower) prior to being applied to prepay the Loans hereunder by other Lenders.

SECTION 2.19. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as applicable, in the future and (ii) would not subject such Lender to any material unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender in any material respect. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under Section 2.15, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or is a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided, that (i) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. Nothing in

this Section 2.19 shall be deemed to prejudice any rights that the Borrower may have against any Lender that is a Defaulting Lender.

(c) If any Lender (such Lender, a "Non-Consenting Lender") has failed to consent to a proposed amendment, waiver, discharge or termination which pursuant to the terms of Section 9.08 requires the consent of all of the Lenders affected and with respect to which the Required Lenders shall have granted their consent, then the Borrower shall have the right (unless such Non-Consenting Lender grants such consent) to replace such Non-Consenting Lender by deeming such Non-Consenting Lender to have assigned its Loans, and its Commitments hereunder to one or more Assignees reasonably acceptable to the Administrative Agent (unless such assignee is a Lender, an Affiliate of a Lender or an Approved Fund); provided, that: (i) all Obligations of the Borrower owing to such Non-Consenting Lender being replaced shall be paid in full to such Non-Consenting Lender concurrently with such assignment, and (ii) the replacement Lender shall purchase the foregoing by paying to such Non-Consenting Lender a price equal to the principal amount thereof plus accrued and unpaid interest thereon. No action by or consent of the Non-Consenting Lender shall be necessary in connection with such assignment, which shall be immediately and automatically effective upon payment of such purchase price. In connection with any such assignment the Borrower, Administrative Agent, such Non-Consenting Lender and the replacement Lender shall otherwise comply with Section 9.04; provided, that if such Non-Consenting Lender does not comply with Section 9.04 within three Business Days after Borrower's request, compliance with Section 9.04 shall not be required to effect such assignment.

SECTION 2.20. Illegality. If any Lender reasonably determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted after the Closing Date that it is unlawful, for any Lender or its applicable Lending Office to make or maintain any Eurocurrency Loans, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligations of such Lender to make or continue Eurocurrency Loans or to convert ABR Borrowings to Eurocurrency Borrowings shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall upon demand from such Lender (with a copy to the Administrative Agent), either, (i) in the case of Loans denominated in Dollars, convert all Eurocurrency Borrowings of such Lender to ABR Borrowings, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurocurrency Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans, prepay such Loans or (ii) in the case of Loans denominated in Euros or Sterling, convert all Eurocurrency Borrowings of such Lender to an alternative interest rate mutually acceptable to the Borrower and the Lenders, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurocurrency Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans, prepay such Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

SECTION 2.21. Exchange Notes.

(a) Subject to satisfaction of the provisions of this Section 2.21 and in reliance upon the representations and warranties of the Borrower herein set forth, on and after the 15th Business Day prior to the Bridge Term Loan Maturity Date and, if the Rollover Conversion occurs, at any time on and after the Bridge Term Loan Maturity Date, each Lender will have the option to notify (an "Exchange Notice") the Administrative Agent in writing of its request for exchange notes (individually, an "Exchange Note" and collectively, the "Exchange Notes") in a currency for currency exchange at par value for an equal principal amount of all or a portion of its outstanding Loans hereunder; provided that in no event shall any

Exchange Notes be issued prior to the Bridge Term Loan Maturity Date. Each Lender's Exchange Notice shall specify the aggregate principal amount of outstanding Loans that such Lender desires to exchange for Exchange Notes pursuant to this Section 2.21, which shall be in a minimum amount of €1,000,000 in the case of Bridge Euro Term Loans and £$1,000,000 in the case of Bridge Sterling Term Loans (and integral multiples of €1,000 or £1,000, as applicable, in excess thereof) and, subject to the limitations set forth in the Exchange Note Indenture, shall be Exchange Notes bearing interest at the First Lien Bridge Euro Total Cap and the First Lien Bridge Sterling Total Cap, as applicable.

(b) Notwithstanding the foregoing, such Lender's Loans shall only be exchanged for Exchange Notes hereunder upon the occurrence of an Exchange Trigger Event, notice of which shall be provided to the Borrower and all such Lenders by the Administrative Agent. Upon receipt of notice of an Exchange Trigger Event, the Borrower shall set a date (each, an "Exchange Date") for the exchange of Loans for Exchange Notes, which date shall be no less than 10 Business Days and no more than 15 Business Days after its receipt of notice of an Exchange Trigger Event.

(c) On each Exchange Date, the Borrower shall execute and deliver, and use commercially reasonable efforts to cause the Exchange Note Trustee to authenticate and deliver, to each Lender or as directed by such Lender that exchanges Loans, an Exchange Note in the principal amount equal to 100% of the aggregate outstanding principal amount of such Loans (or portion thereof) for which each such Exchange Note is being exchanged. The Exchange Notes shall be governed by the Exchange Note Indenture. Upon issuance of the Exchange Notes to a Lender in accordance with this Section 2.21, a corresponding amount of the Loans of such Lender shall be deemed to have been cancelled.

(d) The Borrower shall, as promptly as practicable after being requested to do so by the Lenders pursuant to the terms of this Agreement at any time following the first Exchange Trigger Event and no later than the applicable Exchange Date, (i) select a bank or trust company to act as Exchange Note Trustee, (ii) enter into the Exchange Note Indenture and an exchange agreement customary for transactions of this type, (iii) cause counsel to the Borrower and Guarantors to deliver to the Administrative Agent customary legal opinions and 10b-5 letters covering such customary matters as reasonably requested by the Arrangers, (iv) in connection with a resale of Exchange Notes, use commercially reasonable efforts to cause the accountants for the Borrower (and, if applicable, the Target) to deliver "comfort letters" customarily delivered in offerings under Rule 144A of the rules and regulations under the Securities Act and (v) deliver a customary offering memorandum relating to the sale of Exchange Notes in accordance with Rule 144A of the rules and regulations under the Securities Act containing such disclosures as are customary and appropriate for such a document (including Cooperation Information). The Exchange Note Trustee shall at all times be a corporation organized and doing business under the laws of the United States or any State thereof, in good standing, that is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by federal or state authority and which has a combined capital and surplus of not less than $500,000,000; provided that the Borrower shall only be required to assist with respect to matters set forth in clauses (iii), (iv) and (v) on no more than three occasions (which number shall be reduced by the number of completed Take-out Financings), all of which shall occur prior to the first anniversary of the Rollover Loan Maturity Date.

(e) It is understood and agreed that the Loans exchanged for Exchange Notes constitute the same Indebtedness as such Exchange Notes and that no novation shall be effected by any such exchange.

SECTION 2.22. Change of Control.

(a) Upon the occurrence of a Change of Control occurring after the Certain Funds Period, each Lender shall have the right to require the Borrower to repurchase all or any part of such Lender's Loans at a price (the "Change of Control Payment") in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of the Change of Control Payment Date (as defined below), subject to the right of the Lenders to receive interest due on the relevant Interest Payment Date, in accordance with the terms contemplated in this Section 2.22.

(b) Within 30 days following any Change of Control, the Borrower shall deliver notice (the "Change of Control Offer") to the Administrative Agent, and the Administrative Agent shall promptly deliver such notice to each Lender to the address of such Lender appearing in the Register or otherwise in accordance with Section 10.02 with the following information:

(i) that a Change of Control has occurred and that such Lender has the right to require the Borrower to repurchase such Lender's Loans at a repurchase price in cash equal to 101% of the principal amount thereof, *plus* accrued and unpaid interest, if any, to the date of the Change of Control Payment Date (subject to the right of the Lenders to receive interest on the relevant Interest Payment Date);

(ii) the circumstances and relevant facts and financial information regarding such Change of Control;

(iii) the repurchase date, which shall be no earlier than 30 days nor later than 60 days from the date such notice is sent, (the "Change of Control Payment Date"; and

(iv) instructions determined by the Borrower, consistent with this Section 2.22, that a Lender must follow in order to have its Loans purchased.

(c) The Lenders shall be entitled to withdraw their election if the Administrative Agent or the Borrower receives not later than one Business Day prior to the purchase date a facsimile transmission or letter sent to the address specified in Section 10.02 setting forth the name of the Lender, the principal amount of the Loans to be prepaid and a statement that such Lender is withdrawing its election to have such Loans purchased. Lenders whose Loans are purchased only in part shall be issued new Loans equal in principal amount to the unpurchased portion of the Loans surrendered.

(d) A Change of Control Offer may be made in advance of a Change of Control, and conditioned upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

(e) Notwithstanding the other provisions of this Section 2.22, the Borrower shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 2.22 applicable to a Change of Control Offer made by the Borrower and purchases all Loans validly tendered and not withdrawn under such Change of Control Offer.

(f) If Lenders of not less than 90% in aggregate principal amount of the outstanding Loans validly tender and do not withdraw such Loans in a Change of Control Offer and the Borrower, or any third party making a Change of Control Offer in lieu of the Borrower as described above, purchases all of the Loans validly tendered and not withdrawn by such Lenders, the Borrower or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days

following such purchase pursuant to the Change of Control Offer described above, to redeem all Loans that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof *plus* accrued and unpaid interest to but excluding the date of redemption.

(g) Loans repurchased by the Borrower pursuant to a Change of Control Offer will have the status of Loans issued but not outstanding or will be retired and canceled at the option of the Borrower. Loans purchased by a third party pursuant to the preceding clause (e) or (f) will have the status of Loans issued and outstanding.

(h) At the time the Borrower delivers Loans to the Administrative Agent which are to be accepted for purchase, the Borrower shall also deliver an Officers' Certificate stating that such Loans are to be accepted by the Borrower pursuant to and in accordance with the terms of this Section 2.22. A Loan shall be deemed to have been accepted for purchase at the time the Administrative Agent, directly or through an agent, mails or delivers payment therefor to the surrendering Holder.

(i) Prior to any Change of Control Offer, the Borrower shall deliver to the Administrative Agent an Officers' Certificate stating that all conditions precedent contained herein to the right of the Borrower to make such offer have been complied with.

(j) The Borrower shall comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Loans pursuant to this Section 2.22. To the extent that the provisions of any securities laws or regulations conflict with provisions of this Section 2.22, the Borrower shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 2.22 by virtue thereof.

ARTICLE III

Representations and Warranties

On the Effective Date, the Borrower represents and warrants to each of the Lenders that:

SECTION 3.01. Organization; Powers. Except as set forth on Schedule 3.01, each of Holdings, the Borrower and each of the Material Subsidiaries (a) is a partnership, limited liability company or corporation duly organized, validly existing and in good standing (or, if applicable in a foreign jurisdiction, enjoys the equivalent status under the laws of any jurisdiction of organization outside the United States) under the laws of the jurisdiction of its organization, (b) has all requisite power and authority to own its property and assets and to carry on its business as now conducted, (c) is qualified to do business in each jurisdiction where such qualification is required, except where the failure so to qualify would not reasonably be expected to have a Material Adverse Effect, and (d) has the power and authority to execute, deliver and perform its obligations under each of the Loan Documents and each other agreement or instrument contemplated thereby to which it is or will be a party and, in the case of the Borrower, to borrow and otherwise obtain credit hereunder.

SECTION 3.02. Authorization. The execution, delivery and performance by Holdings, the Borrower and each of the Subsidiary Loan Parties of each of the Loan Documents to which it is a party, and the borrowings hereunder and the transactions forming a part of the Transactions (a) have been duly authorized by all corporate, stockholder, partnership or limited liability company action required to be obtained by Holdings, the Borrower and such Subsidiary Loan Parties and (b) will not (i) violate (A) any provision of law, statute, rule or regulation, or of the certificate or articles of incorporation or other constitutive documents (including any partnership, limited liability company or operating agreements) or by-laws of Holdings, the Borrower or any such Subsidiary Loan Party, (B) any applicable order of any court or any rule, regulation or order of any Governmental Authority or (C) any provision of any indenture, certificate of designation for preferred stock, agreement or other instrument to which Holdings, the Borrower or any such Subsidiary Loan Party is a party or by which any of them or any of their property is or may be bound, other than the required consent under the Existing Credit Agreement, (ii) be in conflict with, result in a breach of or constitute (alone or with notice or lapse of time or both) a default under, give rise to a right of or result in any cancellation or acceleration of any right or obligation (including any payment) or to a loss of a material benefit under any such indenture, certificate of designation for preferred stock, agreement or other instrument, where any such conflict, violation, breach or default referred to in clause (i) or (ii) of this Section 3.02(b), would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (iii) result in the creation or imposition of any Lien upon or with respect to any property or assets now owned or hereafter acquired by Holdings, the Borrower or any such Subsidiary Loan Party, other than the Liens created by the Loan Documents and Permitted Liens.

SECTION 3.03. Enforceability. This Agreement has been duly executed and delivered by Holdings and the Borrower and constitutes, and each other Loan Document when executed and delivered by each Loan Party that is party thereto will constitute, a legal, valid and binding obligation of such Loan Party enforceable against each such Loan Party in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) implied covenants of good faith and fair dealing.

SECTION 3.04. Governmental Approvals. No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with the Transactions, the perfection or maintenance of the Liens created under the Security Documents or the exercise by any Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral, except for (a) the filing of Uniform Commercial Code financing statements, (b) filings with the United States Patent and Trademark Office and the United States Copyright Office and comparable offices in foreign jurisdictions and equivalent filings in foreign jurisdictions, (c) recordation of the Mortgages, (d) such as have been made or obtained and are in full force and effect, (e) such actions, consents and approvals the failure of which to be obtained or made would not reasonably be expected to have a Material Adverse Effect and (f) filings or other actions listed on Schedule 3.04.

SECTION 3.05. Financial Statements.

(a) [Reserved].

(b) The audited consolidated balance sheets of each of Berry (or its predecessor) as at the end of 2018, 2017 and 2016 fiscal years, and the related audited consolidated statements of income, stockholders' equity and cash flows for such fiscal years, reported on by and accompanied by a report

from Ernst & Young LLP, respectively, copies of which have heretofore been furnished to each Lender, present fairly in all material respects the consolidated financial position of Berry as at such date and the consolidated results of operations, shareholders' equity and cash flows of Berry for the years then ended.

SECTION 3.06. No Material Adverse Effect. Since September 29, 2018, there has been no event, development or circumstance that has or would reasonably be expected to have a Material Adverse Effect.

SECTION 3.07. Title to Properties; Possession Under Leases.

(a) Each of Holdings, the Borrower and the Subsidiaries has valid fee simple title to, or valid leasehold interests in, or easements or other limited property interests in, all its Real Properties (including all Mortgaged Properties) and has valid title to its personal property and assets, in each case, except for Permitted Liens and except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes and except where the failure to have such title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens.

(b) Each of the Borrower and the Subsidiaries has complied with all obligations under all leases to which it is a party, except where the failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and all such leases are in full force and effect, except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 3.07(b), each of the Borrower and each of the Subsidiaries enjoys peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) As of the Effective Date, none of the Borrower or the Subsidiaries has received any notice of any pending or contemplated condemnation proceeding affecting any material portion of the Mortgaged Properties or any sale or disposition thereof in lieu of condemnation that remains unresolved as of the Effective Date.

(d) None of the Borrower or the Subsidiaries is obligated on the Effective Date under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property or any interest therein, except as permitted under Section 6.02 or 6.05.

SECTION 3.08. Subsidiaries.

(a) Schedule 3.08(a) sets forth as of the Effective Date the name and jurisdiction of incorporation, formation or organization of each subsidiary of Holdings and, as to each such subsidiary, the percentage of each class of Equity Interests owned by Holdings or by any such subsidiary.

(b) As of the Effective Date, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options or stock appreciation rights granted to employees or directors and directors' qualifying shares) of any nature relating to any Equity Interests of Holdings, the Borrower or any of the Subsidiaries, except rights of employees to purchase Equity Interests of Holdings in connection with the Transactions or as set forth on Schedule 3.08(b).

SECTION 3.09. Litigation; Compliance with Laws.

(a) There are no actions, suits or proceedings at law or in equity or, to the knowledge of the Borrower, investigations by or on behalf of any Governmental Authority or in arbitration now pending, or, to the knowledge of Holdings or the Borrower, threatened in writing against or affecting Holdings or the Borrower or any of the Subsidiaries or any business, property or rights of any such person which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) None of Holdings, the Borrower, the Subsidiaries and their respective properties or assets is in violation of (nor will the continued operation of their material properties and assets as currently conducted violate) any law, rule or regulation (including any zoning, building, ordinance, code or approval or any building permit, but excluding any Environmental Laws, which are subject to Section 3.16) or any restriction of record or agreement affecting any Mortgaged Property, or is in default with respect to any judgment, writ, injunction or decree of any Governmental Authority, where such violation or default would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 3.10. Federal Reserve Regulations.

(a) None of Holdings, the Borrower or the Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

(b) No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, (i) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose, or (ii) for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Regulations of the Board, including Regulation U or Regulation X.

SECTION 3.11. Investment Company Act. None of Holdings, the Borrower and the Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

SECTION 3.12. Use of Proceeds. The Borrower will use the proceeds of the Term Loans made during the Certain Funds Period to fund the Transactions.

SECTION 3.13. Tax Returns. Except as set forth on Schedule 3.13:

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) each of Holdings, the Borrower and the Subsidiaries has filed or caused to be filed all federal, state, local and non-U.S. Tax returns required to have been filed by it and (ii) taken as a whole, and each such Tax return is true and correct;

(b) Each of Holdings, the Borrower and the Subsidiaries has timely paid or caused to be timely paid all Taxes shown to be due and payable by it on the returns referred to in clause (a) and all other Taxes or assessments (or made adequate provision (in accordance with GAAP) for the payment of all Taxes due) with respect to all periods or portions thereof ending on or before the Effective Date (except Taxes or assessments that are being contested in good faith by appropriate proceedings in accordance with Section 5.03 and for which Holdings, the Borrower or any of the Subsidiaries (as the case may be) has set aside on its books adequate reserves in accordance with GAAP), which Taxes, if not

paid or adequately provided for, would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and

(c) Other than as would not be, individually or in the aggregate, reasonably expected to have a Material Adverse Effect, as of the Effective Date, with respect to each of Holdings, the Borrower and the Subsidiaries, there are no claims being asserted in writing with respect to any Taxes.

SECTION 3.14. No Material Misstatements.

(a) All written information (other than the Projections, estimates and information of a general economic nature or general industry nature) (the "Information") concerning Holdings, the Borrower, the Subsidiaries, the Transactions and any other transactions contemplated hereby included in the Information Memorandum or otherwise prepared by or on behalf of the foregoing or their representatives and made available to any Lenders or the Administrative Agent in connection with the Transactions or the other transactions contemplated hereby, when taken as a whole, was true and correct in all material respects, as of the date such Information was furnished to the Lenders and as of the Effective Date and did not, taken as a whole, contain any untrue statement of a material fact as of any such date or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole, not materially misleading in light of the circumstances under which such statements were made. Notwithstanding anything herein or in any other Loan Documents to the contrary, any and all information in respect of or in connection with the Transactions received at any time and from time to time prior to or during the Certain Funds Period shall be deemed to constitute Information.

(b) The Projections and estimates and information of a general economic nature prepared by or on behalf of the Borrower or any of its representatives and that have been made available to any Lenders or the Administrative Agent in connection with the Transactions or the other transactions contemplated hereby (i) have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable as of the date thereof (it being understood that actual results may vary materially from the Projections), as of the date such Projections and estimates were furnished to the Lenders and as of the Effective Date, and (ii) as of the Effective Date, have not been modified in any material respect by the Borrower.

(c) As of the Effective Date, to the knowledge of the Borrower, the information included in the Beneficial Ownership Certification provided on or prior to the Effective Date to any Lender in connection with this Agreement is true and correct in all material respects.

SECTION 3.15. Employee Benefit Plans. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect: (i) each Plan is in compliance in all material respects with the applicable provisions of ERISA and the IRS Code; (ii) no Reportable Event has occurred during the past five years as to which the Borrower, Holdings, any of their Subsidiaries or any ERISA Affiliate was required to file a report with the PBGC, other than reports that have been filed; (iii) no Plan has any Unfunded Pension Liability in excess of $50.0 million; (iv) no ERISA Event has occurred or is reasonably expected to occur; and (v) none of the Borrower, Holdings, the Subsidiaries and the ERISA Affiliates (A) has received any written notification that any Multiemployer Plan is in reorganization or has been terminated within the meaning of Title IV of ERISA, or has knowledge that any Multiemployer Plan is reasonably expected to be in reorganization or to be terminated or (B) has incurred or is reasonably expected to incur any Withdrawal Liability to any Multiemployer Plan.

(b) Each of Holdings, the Borrower and the Subsidiaries is in compliance (i) with all applicable provisions of law and all applicable regulations and published interpretations thereunder with respect to any employee pension benefit plan or other employee benefit plan governed by the laws of a jurisdiction other than the United States and (ii) with the terms of any such plan, except, in each case, for such noncompliance that would not reasonably be expected to have a Material Adverse Effect.

SECTION 3.16. Environmental Matters. Except as set forth in Schedule 3.16 and except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) no written notice, request for information, order, complaint or penalty has been received by the Borrower or any of its Subsidiaries, and there are no judicial, administrative or other actions, suits or proceedings pending or, to the Borrower's knowledge, threatened which allege a violation of or liability under any Environmental Laws, in each case relating to the Borrower or any of its Subsidiaries, (ii) each of the Borrower and its Subsidiaries has all environmental permits, licenses and other approvals necessary for its operations to comply with all applicable Environmental Laws and is, and during the term of all applicable statutes of limitation, has been, in compliance with the terms of such permits, licenses and other approvals and with all other applicable Environmental Laws, (iii) to the Borrower's knowledge, no Hazardous Material is located at, on or under any property currently owned, operated or leased by the Borrower or any of its Subsidiaries that would reasonably be expected to give rise to any cost, liability or obligation of the Borrower or any of its Subsidiaries under any Environmental Laws, and no Hazardous Material has been generated, owned, treated, stored, handled or controlled by the Borrower or any of its Subsidiaries and transported to or Released at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of the Borrower or any of its Subsidiaries under any Environmental Laws, and (iv) there are no agreements in which the Borrower or any of its Subsidiaries has expressly assumed or undertaken responsibility for any known or reasonably likely liability or obligation of any other person arising under or relating to Environmental Laws, which in any such case has not been made available to the Administrative Agent prior to the date hereof.

SECTION 3.17. Security Documents.

(a) The Collateral Agreement is effective to create in favor of the Collateral Agent (for the benefit of the Secured Parties) a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. In the case of the Pledged Collateral described in the Collateral Agreement, when certificates or promissory notes, as applicable, representing such Pledged Collateral are delivered to the Collateral Agent (or its bailee pursuant to the Senior Fixed Collateral Intercreditor Agreement or the Senior Lender Intercreditor Agreement), and in the case of the other Collateral described in the Collateral Agreement (other than the Intellectual Property (as defined in the Collateral Agreement)), when financing statements and other filings specified in the Perfection Certificate are filed in the offices specified in the Perfection Certificate, the Collateral Agent (for the benefit of the Secured Parties) shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and, subject to Section 9-315 of the New York Uniform Commercial Code, the proceeds thereof, as security for the Obligations to the extent perfection can be obtained by filing Uniform Commercial Code financing statements, in each case prior and superior in right to any other person (except Permitted Liens).

(b) When the Collateral Agreement or a summary thereof is properly filed in the United States Patent and Trademark Office and the United States Copyright Office, and, with respect to Collateral in which a security interest cannot be perfected by such filings, upon the proper filing of the financing statements referred to in paragraph (a) above, the Collateral Agent (for the benefit of the Secured Parties) shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties thereunder in all domestic Intellectual Property, in each case prior and superior in right to

any other person (it being understood that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office may be necessary to perfect a lien on registered trademarks and patents, trademark and patent applications and registered copyrights acquired by the grantors after the Closing Date) (except Permitted Liens).

(c) Each Foreign Pledge Agreement, if any, shall be effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof to the fullest extent permissible under applicable law. In the case of the Pledged Collateral described in a Foreign Pledge Agreement, when certificates representing such Pledged Collateral (if any) are delivered to the Collateral Agent (or its bailee pursuant to the Senior Fixed Collateral Intercreditor Agreement or the Senior Lender Intercreditor Agreement), the Collateral Agent (for the benefit of the Secured Parties) shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and the proceeds thereof, as security for the Obligations, in each case prior and superior in right to any other person.

(d) The Mortgages (if any) executed and delivered on or before the Closing Date are, and the Mortgages to be executed and delivered after the Closing Date pursuant to Section 5.10 shall be, effective to create in favor of the Collateral Agent (for the benefit of the Secured Parties) a valid Lien on all of the Loan Parties' right, title and interest in and to the Mortgaged Property thereunder and the proceeds thereof, and when such Mortgages are filed or recorded in the proper real estate filing or recording offices, the Collateral Agent (for the benefit of the Secured Parties) shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Mortgaged Property and, to the extent applicable, subject to Section 9-315 of the Uniform Commercial Code, the proceeds thereof, in each case prior and superior in right to any other person, other than with respect to the rights of a person pursuant to Permitted Liens.

(e) Notwithstanding anything herein (including this Section 3.17) or in any other Loan Document to the contrary, other than to the extent set forth in the applicable Foreign Pledge Agreements, neither the Borrower nor any other Loan Party makes any representation or warranty as to the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest in any Equity Interests of any Foreign Subsidiary that is not a Loan Party, or as to the rights and remedies of the Agents or any Lender with respect thereto, under foreign law.

SECTION 3.18. Location of Real Property and Leased Premises. The Perfection Certificate lists completely and correctly, in all material respects, as of the Effective Date all material Real Property owned by Holdings, the Borrower and the Subsidiary Loan Parties and the addresses thereof. As of the Effective Date, Holdings, the Borrower and the Subsidiary Loan Parties own in fee all the Real Property set forth as being owned by them on the Perfection Certificate.

(b) The Perfection Certificate lists completely and correctly in all material respects, as of the Effective Date, all material real property leased by Holdings, the Borrower and the Subsidiary Loan Parties and the addresses thereof. As of the Effective Date, Holdings, the Borrower and the Subsidiary Loan Parties have in all material respects valid leases in all the real property set forth as being leased by them on the Perfection Certificate.

SECTION 3.19. Solvency.

(a) Immediately after giving effect to the Transactions on the Effective Date, (i) the fair value of the assets of the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a

consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis, respectively; (ii) the present fair saleable value of the property of the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis, respectively, on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Effective Date.

(b) On the Effective Date, neither Holdings nor the Borrower intends to, and neither Holdings nor the Borrower believes that it or any of its subsidiaries will, incur debts beyond its ability to pay such debts as they mature, taking into account the timing and amounts of cash to be received by it or any such subsidiary and the timing and amounts of cash to be payable on or in respect of its Indebtedness or the Indebtedness of any such subsidiary.

SECTION 3.20. Labor Matters. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes pending or threatened against Holdings, the Borrower or any of the Subsidiaries; (b) the hours worked and payments made to employees of Holdings, the Borrower and the Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable law dealing with such matters; and (c) all payments due from Holdings, the Borrower or any of the Subsidiaries or for which any claim may be made against Holdings, the Borrower or any of the Subsidiaries, on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of Holdings, the Borrower or such Subsidiary to the extent required by GAAP. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, the consummation of the Transactions will not give rise to a right of termination or right of renegotiation on the part of any union under any material collective bargaining agreement to which Holdings, the Borrower or any of the Subsidiaries (or any predecessor) is a party or by which Holdings, the Borrower or any of the Subsidiaries (or any predecessor) is bound.

SECTION 3.21. Insurance. Schedule 3.21 sets forth a true, complete and correct description of all material insurance maintained by or on behalf of Holdings, the Borrower or the Subsidiaries as of the Effective Date. As of such date, such insurance is in full force and effect.

SECTION 3.22. No Default. No Default or Event of Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

SECTION 3.23. Intellectual Property; Licenses, Etc. Except as would not reasonably be expected to have a Material Adverse Effect and as set forth in Schedule 3.23, (a) the Borrower and each of its Subsidiaries owns, or possesses the right to use, all of the patents, patent rights, trademarks, service marks, trade names, copyrights and any and all applications or registrations for any of the foregoing (collectively, "Intellectual Property Rights") that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other person, (b) to the best knowledge of the Borrower, no intellectual property right, proprietary right, product, process, method, substance, part, or other material now employed, sold or offered by or contemplated to be employed, sold or offered by the Borrower or its Subsidiaries infringes upon any rights held by any other person, and (c) no claim or litigation regarding any of the foregoing is pending or, to the best knowledge of the Borrower, threatened.

SECTION 3.24. [Reserved]. Sanctioned Persons; Anti-Money Laundering; Etc.

(a) The operations of the Borrower, the Loan Parties and their respective subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Borrower or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Borrower, threatened.

(b) None of the Borrower, the Loan Parties or any of their respective subsidiaries or to the knowledge of the Borrower or the Loan Parties, any director, officer, agent, employee or affiliate of the Borrower or any of its subsidiaries (i) is 50% or more owned by or is acting on behalf of, an individual or individuals or entity or entities that are currently the subject of any sanctions administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, the United Kingdom (including sanctions administered or enforced by Her Majesty's Treasury) or other relevant sanctions authority (collectively, "Sanctions" and such persons, "Sanctioned Persons" and each such person, a "Sanctioned Person"), (ii) is organized or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (collectively, "Sanctioned Countries" and each, a "Sanctioned Country") or (iii) will, directly or indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity in any manner that would result in a violation of any Sanctions by, or could result in the imposition of Sanctions against, any individual or entity (including any individual or entity making any Loans, whether as Lender, advisor, investor or otherwise). Neither the Borrower, the Loan Parties nor any of their respective subsidiaries has engaged in any dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country, in the preceding 3 years in violation of law, nor does the Borrower, the Loan Parties nor any of their respective subsidiaries have any plans to increase its dealings or transactions with or for the benefit of Sanctioned Persons, or with or in Sanctioned Countries in violation of law.

(c) None of the Borrower, the Loan Parties or any of their respective subsidiaries nor, to the knowledge of the Borrower or the Loan Parties, any director, officer, agent, employee or Affiliate of the Borrower, the Loan Parties or any of their respective subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in

furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Borrower, the Loan Parties and their respective subsidiaries and, to the knowledge of the Borrower and the Loan Parties, their controlled Affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(d) Holdings, the Borrower and the Subsidiaries are in compliance, in all material respects, with the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001, as amended from time to time)) (the "PATRIOT Act").

SECTION 3.26. Acquisition Documents. In the case of an Offer, the Offer Documents contain all material terms of the Offer (taken as a whole) as at the date on which they were published.

(b) In the case of a Scheme, the Scheme Documents contain all the material terms of the Scheme (taken as a whole) as at the date on which they were published.

ARTICLE IV

Conditions Precedent

SECTION 4.01. Conditions to Effectiveness of this Agreement.

The effectiveness of this Agreement is subject to prior or concurrent satisfaction of each of the following conditions:

(i) The Administrative Agent (or its counsel) shall have received from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party, or (B) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement;

(ii) The Administrative Agent shall have received, on behalf of itself and the Lenders on the Effective Date, a favorable written opinion of (A) Bryan Cave Leighton Paisner LLP, special counsel for the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent, (B) Jason Greene, in-house counsel for the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent and (C) Godfrey & Kahn, S.C., Wisconsin counsel for certain of the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent, in each case (x) dated the Effective Date, (y) addressed to the Administrative Agent and the Lenders and (z) in form and substance reasonably satisfactory to the Administrative Agent and covering such other matters relating to the Loan Documents as the Administrative Agent shall reasonably request;

(iii) The Administrative Agent shall have received in the case of each Loan Party each of the items referred to in clauses (A), (B) and (C) below:

(A) (1) only if such document or item shall have changed since May 29, 2018, in respect of the Borrower and any Loan Party that was a direct or indirect Subsidiary of the Borrower prior to such date, or September 24, 2018, in respect of any Loan Party that became a Loan Party after such date, a copy of the certificate or articles of incorporation, certificate of limited partnership or certificate of formation, including all amendments thereto, of each such Loan Party, certified as of a recent date by (x) with respect to any Loan Party that is a corporation or other registered entity, the Secretary of State (or other similar official) of the jurisdiction of its organization, and (y) with respect to any Loan Party that is not a registered entity, the Secretary of Assistant Secretary of each such Loan Party, and (2) a certificate as to the good standing (to the extent such concept or a similar concept exists under the laws of such jurisdiction) of each Loan Party as of a recent date from the Secretary of State (or other similar official);

(B) a certificate of the Secretary or Assistant Secretary or similar officer of each Loan Party dated the Effective Date and certifying:

(1) (x) that attached thereto is a true and complete copy of the by-laws (or partnership agreement, limited liability company agreement or other equivalent governing documents) of such Loan Party as in effect on the Effective Date and at all times since the date of the resolutions described in clause (2) below, or (y) that the by-laws (or partnership agreement, limited liability company agreement or other equivalent governing documents) of such Loan Party, as in effect on the Effective Date, have not been modified, rescinded or amended since May 29, 2018, in respect of the Borrower and any Loan Party that was a direct or indirect Subsidiary of the Borrower prior to such date, or September 24, 2018, in respect of any Loan Party that became a Loan Party after such date,

(2) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent governing body) of such Loan Party (or its managing general partner or managing member) authorizing the execution, delivery and performance of the Loan Documents to which such person is a party and, in the case of the Borrower, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect on the Effective Date,

(3) that the certificate or articles of incorporation, certificate of limited partnership or certificate of formation of such Loan Party has not been amended since the date of the resolutions described in clause (2) above,

(4) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection herewith on behalf of such Loan Party, and

(5) as to the absence of any pending proceeding for the dissolution or liquidation of such Loan Party or, to the knowledge of such person, threatening the existence of such Loan Party; and

(C) a certificate of a director or another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary or similar officer executing the certificate pursuant to clause (B) above;

(iv) The Lenders shall have received an unaudited consolidated balance sheet of the Borrower and related statements of operations, cash flow and owners' equity for each fiscal quarter ended after September 29, 2018 (so long as such fiscal quarters have ended at least 45 days prior to the Effective Date). The Borrower's filing of quarterly reports on Form 10-Q will satisfy the requirement under this paragraph;

(v) The Lenders shall have received a solvency certificate substantially in the form of Exhibit B and signed by the Chief Financial Officer of the Borrower confirming the solvency of the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis after giving effect to the Transactions on the Effective Date;

(vi) Each of (i) the Collateral Agreement, (ii) the First Lien Bridge Joinder to Senior Lender Intercreditor Agreement, (iii) the First Lien Bridge Joinder to Second Priority Intercreditor Agreement, (iv) the First Lien Bridge Joinder to Senior Fixed Collateral Intercreditor Agreement, (v) the Term Loan Joinder to Senior Lender Intercreditor Agreement, (vi) the Tem Loan Joinder to Second Priority Intercreditor Agreement, (vii) the Term Loan Joinder to Senior Fixed Collateral Intercreditor Agreement and (viii) the Second Lien Bridge Joinder to Second Priority Intercreditor Agreement shall have been executed and delivered by the respective parties thereto and shall have become effective, and the Administrative Agent shall have received evidence satisfactory to it of such execution and delivery and effectiveness;

(vii) The Term Loan Credit Agreement and the Second Lien Bridge Credit Agreement shall have been fully executed and delivered;

(viii) Each Certain Funds Representation shall, except to the extent it relates to a particular date, be true and correct in all material respects on and as of the Effective Date as if made on and as of such date; provided that, to the extent that such representations and warranties are qualified by materiality, material adverse effect or similar language, they shall be true and correct in all respects; it being understood that the truth and accuracy of any other representation or warranty of the Loan Parties under the Loan Documents made on the Closing Date shall not constitute a condition precedent under this Section 4.01;

(ix) Receipt by the Administrative Agent of a certificate signed by a Responsible Officer of the Borrower certifying that the condition specified in Section 4.01(viii) has been satisfied;

(x) The Administrative Agent shall have received all information requested by the Lenders in writing at least ten Business Days prior to the Effective Date, to the extent necessary to enable such Lender to identify the Loan Parties to the extent required for compliance with the PATRIOT Act or other "know your customer" rules and regulations (which requested information shall have been received at least three (3) Business Days prior to the Effective Date);

(xi) To the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, no later than three Business Days in advance of the Effective Date, the Administrative Agent shall have received a Beneficial Ownership Certification in

relation to the Borrower to the extent reasonably requested by it at least 10 Business Days in advance of the Effective Date;

(xii) The Administrative Agent shall have received a copy, in substantially final form and in form and substance reasonably satisfactory to Administrative Agent, of the Rule 2.7 Announcement; and

(xiii) Each of the Borrower and Holdings shall have executed and delivered the Fee Letters and the Engagement Letter and each such letter shall be in full force and effect.

For purposes of determining compliance with the conditions specified in this Section 4.01, each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Lenders unless an officer of the Administrative Agent responsible for the transactions contemplated by the Loan Documents shall have received notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

SECTION 4.02. Conditions Precedent to Closing Date of this Agreement. Notwithstanding anything herein (including in Section 4.01(a)) or in any other Loan Document to the contrary but subject to Section 4.03, during the Certain Funds Period the obligation of each Lender to honor any request for a Certain Funds Credit Extension is subject to solely the following conditions precedent:

(i) The Effective Date shall have occurred;

(ii) The Administrative Agent's receipt of a Borrowing Request in accordance with the requirements hereof;

(iii) In the case of a Scheme:

(A) the Scheme Effective Date shall have occurred;

(B) the Acquisition shall have been, or substantially concurrently with the occurrence of the Closing Date shall be, consummated in all material respects in accordance with the terms of the Scheme Documents (including the Scheme Circular), after giving effect to any modifications, amendments, consents or waivers thereof or thereto, other than those modifications, amendments, consents or waivers that are materially adverse to the interests of the Lenders that are effected without the prior written consent of the Joint Lead Arrangers, provided that no consent of the Joint Lead Arrangers shall be required (a) if any such modification, amendment, consent or waiver shall have been required by any applicable Law (including, without limitation, the Companies Act of 2006 or the Takeover Rules), the Takeover Panel, any applicable stock exchange, any applicable government or other regulatory authority, or a court of competent jurisdiction (including, without limitation, the Court) and/or (b) to any waiver of a condition to the Scheme where such waiver does not relate to a condition which the Acquisition SPV reasonably considers that it would be entitled in accordance with Rule 13.5(a) of the Code, to invoke so as to cause the Scheme not to proceed, to lapse or to be withdrawn;

(C) receipt by the Administrative Agent of a copy certified by the Borrower of:

(1) the Court Orders; and

(2) each of (i) the Scheme Documents and (ii) documents reflecting amendments or waivers thereof and thereto as are permitted by the terms of this Agreement;

(iv) In the case of an Offer:

(A) the Offer Effective Date has occurred;

(B) receipt by the Administrative Agent of a copy certified by the Borrower of each of (i) the Offer Documents and (ii) documents otherwise reflecting amendments or waivers thereof and thereto as are permitted by the terms of this Agreement;

(C) the acquisition of no less than 75% of the Target Shares shall have been, or substantially concurrently with the occurrence of the Closing Date shall be, consummated in all material respects in accordance with the terms of the Offer Documents (including the Rule 2.7 Announcement), after giving effect to any modifications, amendments, consents or waivers thereof or thereto, other than those modifications, amendments, consents or waivers that are materially adverse to the interests of the Lenders that are effected without the prior written consent of the Joint Lead Arrangers, provided that no consent of the Joint Lead Arrangers shall be required if any such modification, amendment, consent or waiver shall have been required by any applicable Law (including, without limitation, the Companies Act of 2006 or the Takeover Rules (including, for the avoidance of doubt, Rule 13.5(a) of the Takeover Code)), the Takeover Panel, any applicable stock exchange, any applicable government or other regulatory authority, or a court of competent jurisdiction (including, without limitation, the Court) and/or (b) to any waiver of a condition to the Offer where such waiver does not relate to a condition which the Acquisition SPV reasonably considers that it would be entitled to in accordance with Rule 13.5(a) of the Code, to invoke so as to cause the Offer not to proceed, to lapse, or to be withdrawn; and

(D) receipt by the Administrative Agent of the Offer Closing Certificate, duly signed for and on behalf of the Borrower.

(v) Each Certain Funds Representation shall, except to the extent it relates to a particular date, be true and correct in all material respects on and as of the Closing Date as if made on and as of such date; provided that, to the extent that such representations and warranties are qualified by materiality, material adverse effect or similar language, they shall be true and correct in all respects; it being understood that the truth and accuracy of any other representation or warranty of the Loan Parties under the Loan Documents made on the Closing Date shall not constitute a condition precedent under this Section 4.02.

(vi) As of the Closing Date, no Certain Funds Default has occurred and is continuing or would result from the consummation of the requested Certain Funds Credit Extension or from the application of the proceeds therefrom.

(vii) The Administrative Agent shall have received evidence that all fees required to be paid on or prior to the Closing Date pursuant to the Fee Letters have been or shall be paid on or prior to such date.

(viii) Receipt by the Administrative Agent of a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(iii), (iv), (v) and (vi) have been satisfied.

The provisions of this Section 4.02 are for the benefit of the Lenders only and, notwithstanding anything herein to the contrary, the Loan Parties and the Lenders may amend, waive or otherwise modify this Section 4.02 or the defined terms used solely for purposes of this Section 4.02 or waive any Default resulting from a breach of this Section 4.02 without the consent of any other Lender.

The making of Certain Funds Credit Extensions by the Lenders shall conclusively be deemed to constitute an acknowledgment by the Administrative Agent and each Lender that each of the conditions precedent set forth in this Section 4.02 shall have been satisfied in accordance with its respective terms or shall have been irrevocably waived by such Person.

SECTION 4.03. Certain Funds. Notwithstanding (x) anything to the contrary in this Agreement or any other Loan Document or (y) that any condition set forth in Section 4.01 or Section 4.02 may subsequently be determined not to have been satisfied, during the Certain Funds Period (unless (i) a Certain Funds Default has occurred and is continuing or, in respect of clause (a) below, would result therefrom or (ii) in respect of clause (a) below, the conditions set forth in Section 4.02, as applicable, are not satisfied or (iii) it becomes illegal for any Lender to maintain its Commitment; provided that such Lender has used commercially reasonable efforts to maintain its Commitment through an Affiliate of such Lender not subject to a legal restriction and that the occurrence of such event in relation to one Lender shall not enable any other Lender to cancel its Commitment), each Lender shall comply with its obligations to fund Bridge Euro Term Loans or Bridge Sterling Term Loans under this Agreement and no Lender shall:

(a) refuse to participate in or make available its participation in any Certain Funds Credit Extension;

(b) cancel any of its Commitments to the extent to do so would prevent or limit the making of a Certain Funds Credit Extension;

(c) rescind, terminate or cancel this Agreement or any of its Commitments or exercise any similar right or remedy or make or enforce any claim under the Loan Documents it may have to the extent to do so would prevent or limit the making of a Certain Funds Credit Extension;

(d) exercise any right, power or discretion to terminate or cancel the obligation to make available any Certain Funds Credit Extension;

(e) exercise any right of set-off or counterclaim in respect of any Certain Funds Credit Extension (other than set-off in respect of fees as agreed in the applicable funds flow document); or

(f) take any steps to seek any repayment or prepayment of any Loan made hereunder in any way to the extent to do so would prevent or limit the making of a Certain Funds Credit Extension;

in each case, (i) unless a Certain Funds Default has occurred and is continuing on the date, or would result from the making, of such Certain Funds Credit Extension or (ii) except to the extent it is illegal for such Lender to make such Certain Funds Credit Extension, provided that (x) such Lender has used commercially reasonable efforts to make the Certain Funds Credit Extension through an Affiliate of such Lender not subject to the respective legal restriction and (y) the occurrence of such event with respect to one Lender shall not relieve any other Lender of its obligation hereunder. Upon the expiration of the Certain Funds Period, all rights, remedies and entitlements in clauses (a) through (f) above shall, subject to and in accordance with the applicable provisions of the Loan Documents, be available even though they have not been exercised or available during the Certain Funds Period.

ARTICLE V

Affirmative Covenants

The Borrower covenants and agrees with each Lender that so long as this Agreement shall remain in effect (other than in respect of contingent indemnification obligations for which no claim has been made) and until the Commitments have been terminated and the Obligations (including principal of and interest on each Loan, all fees and all other expenses or amounts payable under any Loan Document) shall have been paid in full, unless the Required Lenders shall otherwise consent in writing, the Borrower will, and will cause each of the Material Subsidiaries to:

SECTION 5.01. Existence; Businesses and Properties.

(a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, except, in the case of a Subsidiary of the Borrower, where the failure to do so would not reasonably be expected to have a Material Adverse Effect, and except as otherwise expressly permitted under Section 6.05, and except for the liquidation or dissolution of Subsidiaries if the assets of such Subsidiaries to the extent they exceed estimated liabilities are acquired by the Borrower or a Wholly Owned Subsidiary of the Borrower in such liquidation or dissolution; provided, that Subsidiary Loan Parties may not be liquidated into Subsidiaries that are not Loan Parties and Domestic Subsidiaries may not be liquidated into Foreign Subsidiaries.

(b) Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, do or cause to be done all things necessary to (i) lawfully obtain, preserve, renew, extend and keep in full force and effect the permits, franchises, authorizations, patents, trademarks, service marks, trade names, copyrights, licenses and rights with respect thereto necessary to the normal conduct of its business and (ii) at all times maintain and preserve all property necessary to the normal conduct of its business and keep such property in good repair, working order and condition and from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith, if any, may be properly conducted at all times (in each case except as expressly permitted by this Agreement).

SECTION 5.02. Insurance. Maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations and cause the Collateral Agent to be listed as a co-loss payee on property and casualty policies and as an additional insured on liability policies.

(b) With respect to any Mortgaged Properties, if at any time the area in which the Premises (as defined in the Mortgages) are located is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such reasonable total amount as the Administrative Agent may from time to time reasonably require, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time.

(c) In connection with the covenants set forth in this Section 5.02, it is understood and agreed that:

(i) none of the Administrative Agent, the Lenders, and their respective agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 5.02, it being understood that (A) the Loan Parties shall look solely to their insurance companies or any other parties other than the aforesaid parties for the recovery of such loss or damage and (B) such insurance companies shall have no rights of subrogation against the Administrative Agent, the Lenders, or their agents or employees. If, however, the insurance policies, as a matter of the internal policy of such insurer, do not provide waiver of subrogation rights against such parties, as required above, then each of Holdings and the Borrower, on behalf of itself and behalf of each of its subsidiaries, hereby agrees, to the extent permitted by law, to waive, and further agrees to cause each of their Subsidiaries to waive, its right of recovery, if any, against the Administrative Agent, the Lenders, and their agents and employees; and

(ii) the designation of any form, type or amount of insurance coverage by the Administrative Agent under this Section 5.02 shall in no event be deemed a representation, warranty or advice by the Administrative Agent or the Lenders that such insurance is adequate for the purposes of the business of Holdings, the Borrower and the Subsidiaries or the protection of their properties.

SECTION 5.03. Taxes. Pay and discharge promptly when due all material Taxes, imposed upon it or upon its income or profits or in respect of its property, before the same shall become delinquent or in default, as well as all lawful claims which, if unpaid, might give rise to a Lien upon such properties or any part thereof; provided, however, that such payment and discharge shall not be required with respect to any such Tax or claim so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings, and Holdings, the Borrower or the affected Subsidiary, as applicable, shall have set aside on its books reserves in accordance with GAAP with respect thereto.

SECTION 5.04. Financial Statements, Reports, etc. Furnish to the Administrative Agent (which will promptly furnish such information to the Lenders):

(a) within 90 days (or, if applicable, such shorter period as the SEC shall specify for the filing of annual reports on Form 10-K) after the end of each fiscal year, a consolidated balance sheet and related statements of operations, cash flows and owners' equity showing the

financial position of the Borrower and its Subsidiaries as of the close of such fiscal year and the consolidated results of its operations during such year and, setting forth in comparative form the corresponding figures for the prior fiscal year, which consolidated balance sheet and related statements of operations, cash flows and owners' equity shall be audited by independent public accountants of recognized national standing and accompanied by an opinion of such accountants (which opinion shall not be qualified as to scope of audit or as to the status of the Borrower or any Material Subsidiary as a going concern) to the effect that such consolidated financial statements fairly present, in all material respects, the financial position and results of operations of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP (it being understood that the delivery by the Borrower of annual reports on Form 10-K of the Borrower and its consolidated Subsidiaries shall satisfy the requirements of this Section 5.04(a) to the extent such annual reports include the information specified herein);

(b) within 45 days (or, if applicable, such shorter period as the SEC shall specify for the filing of quarterly reports on Form 10-Q) after the end of each of the first three fiscal quarters of each fiscal year beginning with the fiscal quarter ending June 30, 2007, for each of the first three fiscal quarters of each fiscal year, (i) a consolidated balance sheet and related statements of operations and cash flows showing the financial position of the Borrower and its Subsidiaries as of the close of such fiscal quarter and the consolidated results of its operations during such fiscal quarter and the then-elapsed portion of the fiscal year and setting forth in comparative form the corresponding figures for the corresponding periods of the prior fiscal year, and (ii) management's discussion and analysis of significant operational and financial developments during such quarterly period, all of which shall be in reasonable detail and which consolidated balance sheet and related statements of operations and cash flows shall be certified by a Financial Officer of the Borrower on behalf of the Borrower as fairly presenting, in all material respects, the financial position and results of operations of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes) (it being understood that the delivery by the Borrower of quarterly reports on Form 10-Q of the Borrower and its consolidated Subsidiaries shall satisfy the requirements of this Section 5.04(b) to the extent such quarterly reports include the information specified herein);

(c) (x) concurrently with any delivery of financial statements under paragraphs (a) or (b) above, a certificate of a Financial Officer of the Borrower (i) certifying that no Event of Default or Default has occurred or, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto, (ii) setting forth the calculation and uses of the Cumulative Credit for the fiscal period then ended if the Borrower shall have used the Cumulative Credit for any purpose during such fiscal period, (iii) certifying a list of names of all Immaterial Subsidiaries for the following fiscal quarter, that each Subsidiary set forth on such list individually qualifies as an Immaterial Subsidiary and that all such Subsidiaries in the aggregate (together with all Unrestricted Subsidiaries) do not exceed the limitation set forth in clause (b) of the definition of the term Immaterial Subsidiary, and (iv) certifying a list of names of all Unrestricted Subsidiaries, that each Subsidiary set forth on such list individually qualifies as an Unrestricted Subsidiary, and (y) concurrently with any delivery of financial statements under paragraph (a) above, if the accounting firm is not restricted from providing such a certificate by its policies of its national office, a certificate of the accounting firm opining on or certifying such statements stating whether they obtained knowledge during the course of their examination of such statements of

any Default or Event of Default (which certificate may be limited to accounting matters and disclaim responsibility for legal interpretations);

(d) promptly after the same become publicly available, copies of all periodic and other publicly available reports, proxy statements and, to the extent requested by the Administrative Agent, other materials filed by Holdings, the Borrower or any of the Subsidiaries with the SEC, or after an initial public offering, distributed to its stockholders generally, as applicable; provided, however, that such reports, proxy statements, filings and other materials required to be delivered pursuant to this clause (d) shall be deemed delivered for purposes of this Agreement when posted to the website of the Borrower;

(e) within 90 days after the beginning of each fiscal year, a reasonably detailed consolidated quarterly budget for such fiscal year (including a projected consolidated balance sheet of the Borrower and its Subsidiaries as of the end of the following fiscal year, and the related consolidated statements of projected cash flow and projected income), including a description of underlying assumptions with respect thereto (collectively, the "Budget"), which Budget shall in each case be accompanied by the statement of a Financial Officer of the Borrower to the effect that the Budget is based on assumptions believed by such Financial Officer to be reasonable as of the date of delivery thereof;

(f) upon the reasonable request of the Administrative Agent, an updated Perfection Certificate (or, to the extent such request relates to specified information contained in the Perfection Certificate, such information) reflecting all changes since the date of the information most recently received pursuant to this paragraph (f) or Section 5.10(g);

(g) promptly, from time to time, such other information regarding the operations, business affairs and financial condition of Holdings, the Borrower or any of the Subsidiaries, or compliance with the terms of any Loan Document, or such consolidating financial statements as in each case the Administrative Agent may reasonably request (for itself or on behalf of any Lender);

(h) in the event that (i) in respect of the Existing Second Lien Notes, and any Refinancing Indebtedness with respect thereto, the rules and regulations of the SEC permit the Borrower, Holdings or any Parent Entity to report at Holdings' or such Parent Entity's level on a consolidated basis and (ii) Holdings or such Parent Entity, as the case may be, is not engaged in any business or activity, and does not own any assets or have other liabilities, other than those incidental to its ownership directly or indirectly of the capital stock of the Borrower and the incurrence of Indebtedness for borrowed money (and, without limitation on the foregoing, does not have any subsidiaries other than the Borrower and the Borrower's Subsidiaries and any direct or indirect parent companies of the Borrower that are not engaged in any other business or activity and do not hold any other assets or have any liabilities except as indicated above) such consolidated reporting at such Parent Entity's level in a manner consistent with that described in paragraphs (a) and (b) of this Section 5.04 for the Borrower will satisfy the requirements of such paragraphs;

(i) promptly upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the most recent annual report (Form 5500 Series) filed with the Internal Revenue Service with respect to a Plan; (ii) the most recent actuarial valuation report for any Plan; (iii) all notices received from a Multiemployer Plan sponsor, a plan

administrator or any governmental agency, or provided to any Multiemployer Plan by Holdings, the Borrower, a Subsidiary or any ERISA Affiliate, concerning an ERISA Event; and (iv) such other documents or governmental reports or filings relating to any Plan or Multiemployer Plan as the Administrative Agent shall reasonably request; and

(j) promptly upon Holdings, Borrower or Subsidiaries becoming aware of any fact or condition which would reasonably be expected to result in an ERISA Event, Borrower shall deliver to Administrative Agent a summary of such facts and circumstances and any action it or Holdings or Subsidiaries intend to take regarding such facts or conditions.

SECTION 5.05. Litigation and Other Notices. Furnish to the Administrative Agent (which will promptly thereafter furnish to the Lenders) written notice of the following promptly after any Responsible Officer of Holdings or the Borrower obtains actual knowledge thereof:

(a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) proposed to be taken with respect thereto;

(b) the filing or commencement of, or any written threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority or in arbitration, against Holdings, the Borrower or any of the Subsidiaries as to which an adverse determination is reasonably probable and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect;

(c) any other development specific to Holdings, the Borrower or any of the Subsidiaries that is not a matter of general public knowledge and that has had, or would reasonably be expected to have, a Material Adverse Effect; and

(d) the development of any ERISA Event that, together with all other ERISA Events that have developed or occurred, would reasonably be expected to have a Material Adverse Effect.

SECTION 5.06. Compliance with Laws. Comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; provided, that this Section 5.06 shall not apply to Environmental Laws, which are the subject of Section 5.09, or to laws related to Taxes, which are the subject of Section 5.03.

SECTION 5.07. Maintaining Records; Access to Properties and Inspections. Maintain all financial records in accordance with GAAP and permit any persons designated by the Administrative Agent or, upon the occurrence and during the continuance of an Event of Default, any Lender to visit and inspect the financial records and the properties of Holdings, the Borrower or any of the Subsidiaries at reasonable times, upon reasonable prior notice to Holdings or the Borrower, and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any persons designated by the Administrative Agent or, upon the occurrence and during the continuance of an Event of Default, any Lender upon reasonable prior notice to Holdings or the Borrower to discuss the affairs, finances and condition of Holdings, the Borrower or any of the Subsidiaries with the officers thereof and independent accountants therefor (subject to reasonable requirements of confidentiality, including requirements imposed by law or by contract).

SECTION 5.08. Use of Proceeds. Use the proceeds of the Bridge Euro Term Loans and the Bridge Sterling Term Loans, together with the Initial Sterling Term Loans and the Initial Euro Term Loans and other cash, to consummate the Transactions (excluding the Backstop Term Loan Refinancing), to refinance certain indebtedness of the Target Group, and to pay certain fees and expenses incurred in connection with the Transactions, provided that (if the offer price is increased above the price specified in the Rule 2.7 Announcement) the proceeds of such Bridge Euro Term Loans and Bridge Sterling Term Loans or any New First Lien Notes issued in lieu thereof), the Initial Sterling Term Loans and Initial Euro Term Loans and the Second Lien Bridge Facility (or any New Second Lien Notes issued in lieu thereof) (in this Section 5.08, the "Acquisition Facilities")) may only be used (on a pro rata basis as between the Acquisition Facilities) to purchase Target Shares in an amount (from time to time) which does not exceed the aggregate amount of the Acquisition Facilities multiplied by Z (where "Z" is the percentage ownership (expressed as a decimal number) by the Acquisition SPV of the Target after giving pro forma effect to such use of proceeds).

SECTION 5.08A. Proceeds Not Yet Applied in Accordance with Section 5.08. Any proceeds of the Bridge Euro Term Loans and Bridge Sterling Term Loans which are not applied for the purposes specified in Section 5.08 promptly after the Borrowing of such Loans must (until such time as such proceeds are to be applied promptly in accordance with the purposes specified in Section 5.08) be held in an arrangement which is satisfactory to the financial advisors to the Acquisition.

SECTION 5.09. Compliance with Environmental Laws. Comply, and make reasonable efforts to cause all lessees and other persons occupying its properties to comply, with all Environmental Laws applicable to its operations and properties; and obtain and renew all material authorizations and permits required pursuant to Environmental Law for its operations and properties, in each case in accordance with Environmental Laws, except, in each case with respect to this Section 5.09, to the extent the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 5.10. Further Assurances; Additional Security.

(a) Execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, Mortgages and other documents and recordings of Liens in stock registries), that may be required under any applicable law, or that the Collateral Agent may reasonably request, to satisfy the Collateral and Guarantee Requirement and to cause the Collateral and Guarantee Requirement to be and remain satisfied, all at the expense of the Loan Parties and provide to the Collateral Agent, from time to time upon reasonable request, evidence reasonably satisfactory to the Collateral Agent as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

(b) If any asset (including any Real Property (other than Real Property covered by paragraph (c) below) or improvements thereto or any interest therein) that has an individual fair market value in an amount greater than $5.0 million is acquired by the Borrower or any other Loan Party after the Effective Date or owned by an entity at the time it becomes a Subsidiary Loan Party (in each case other than (x) assets constituting Collateral under a Security Document that become subject to the Lien of such Security Document upon acquisition thereof and (y) assets that are not required to become subject to Liens in favor of the Collateral Agent pursuant to Section 5.10(g) or the Security Documents) (i) notify the Collateral Agent thereof, (ii) if such asset is comprised of Real Property with a value of over $10.0 million at the time of acquisition, deliver to Collateral Agent an updated Schedule 1.01(c) reflecting the addition of such asset, and (iii) cause such asset to be subjected to a Lien securing the Obligations and take, and cause the Subsidiary Loan Parties to take, such actions as shall be necessary or reasonably

requested by the Collateral Agent to grant and perfect such Liens, including actions described in paragraph (a) of this Section, all at the expense of the Loan Parties, subject to paragraph (g) below.

(c) Within 5 Business Days notify the Collateral Agent of the acquisition of and, within 90 days (or such longer period as the Administrative Agent shall agree) after any such acquisition, grant and cause each of the Subsidiary Loan Parties to grant to the Collateral Agent security interests and mortgages in such Real Property of the Borrower or any such Subsidiary Loan Parties as are not covered by the original Mortgages, to the extent acquired after the Effective Date and having a value at the time of acquisition in excess of $10.0 million pursuant to documentation substantially in the form of the Mortgages delivered to the Collateral Agent on the Effective Date or in such other form as is reasonably satisfactory to the Collateral Agent (each, an "Additional Mortgage") and constituting valid and enforceable Liens subject to no other Liens except Permitted Liens, at the time of perfection thereof, record or file, and cause each such Subsidiary to record or file, the Additional Mortgage or instruments related thereto in such manner and in such places as is required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Additional Mortgages and pay, and cause each such Subsidiary to pay, in full, all Taxes, fees and other charges payable in connection therewith, in each case subject to paragraph (g) below. Unless otherwise waived by the Collateral Agent, with respect to each such Additional Mortgage, the Borrower shall deliver to the Collateral Agent contemporaneously therewith a title insurance policy, and a survey.

(d) If any additional direct or indirect Subsidiary of the Borrower is formed or acquired after the Effective Date (with any Subsidiary Redesignation resulting in an Unrestricted Subsidiary becoming a Subsidiary being deemed to constitute the acquisition of a Subsidiary) and if such Subsidiary is a Subsidiary Loan Party, within five Business Days after the date such Subsidiary is formed or acquired, notify the Collateral Agent and the Lenders thereof and, within 60 days after the date such Subsidiary is formed or acquired or such longer period as the Collateral Agent shall agree, cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary and with respect to any Equity Interest in or Indebtedness of such Subsidiary owned by or on behalf of any Loan Party, subject to paragraph (g) below.

(e) If any additional Foreign Subsidiary of the Borrower is formed or acquired after the Effective Date (with any Subsidiary Redesignation resulting in an Unrestricted Subsidiary becoming a Subsidiary being deemed to constitute the acquisition of a Subsidiary) and if such Subsidiary is a "first tier" Foreign Subsidiary, within five Business Days after the date such Foreign Subsidiary is formed or acquired, notify the Collateral Agent and the Lenders thereof and, within 90 days after the date such Foreign Subsidiary is formed or acquired or such longer period as the Collateral Agent shall agree, cause the Collateral and Guarantee Requirement to be satisfied with respect to any Equity Interest in such Foreign Subsidiary owned by or on behalf of any Loan Party, subject to paragraph (g) below.

(f) (i) Furnish to the Collateral Agent prompt written notice of any change (A) in any Loan Party's corporate or organization name, (B) in any Loan Party's identity or organizational structure or (C) in any Loan Party's jurisdiction of organization; provided, that the Borrower shall not effect or permit any such change unless all filings have been made, or will have been made within any statutory period, under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral for the benefit of the Secured Parties and (ii) promptly notify the Collateral Agent if any material portion of the Collateral is damaged or destroyed.

(g) The Collateral and Guarantee Requirement and the other provisions of this Section 5.10 need not be satisfied with respect to (i) any Real Property held by the Borrower or any of its Subsidiaries as a lessee under a lease, (ii) any vehicle, (iii) cash, deposit accounts and securities accounts, (iv) any Equity Interests acquired after the Effective Date (other than Equity Interests in the Borrower or, in the case of any person which is a Subsidiary, Equity Interests in such person issued or acquired after such person became a Subsidiary) in accordance with this Agreement if, and to the extent that, and for so long as (A) such Equity Interests constitute less than 100% of all applicable Equity Interests of such person and the person holding the remainder of such Equity Interests are not Affiliates, (B) doing so would violate applicable law or a contractual obligation binding on such Equity Interests and (C) with respect to such contractual obligations, such obligation existed at the time of the acquisition thereof and was not created or made binding on such Equity Interests in contemplation of or in connection with the acquisition of such Subsidiary, (v) any assets acquired after the Effective Date, to the extent that, and for so long as, taking such actions would violate an enforceable contractual obligation binding on such assets that existed at the time of the acquisition thereof and was not created or made binding on such assets in contemplation or in connection with the acquisition of such assets (except in the case of assets acquired with Indebtedness permitted pursuant to Section 6.01(i) that is secured by a Permitted Lien) or (vi) those assets as to which the Collateral Agent shall reasonably determine that the costs of obtaining or perfecting such a security interest are excessive in relation to the value of the security to be afforded thereby; provided, that, upon the reasonable request of the Collateral Agent, the Borrower shall, and shall cause any applicable Subsidiary to, use commercially reasonable efforts to have waived or eliminated any contractual obligation of the types described in clauses (iv) and (v) above.

SECTION 5.11. Certain Funds Covenants.

(a) Holdings shall comply in all material respects with applicable laws and regulations relevant to the Scheme or the Offer, as applicable, including the Takeover Code and the Companies Act of 2006 (subject to any applicable waivers or dispensations granted by the Takeover Panel).

(b) Unless the Takeover Panel agrees otherwise, if Acquisition SPV proceeds with the Acquisition the Borrower shall dispatch (or cause the dispatch of) the Offering Circular or Scheme Circular, as applicable, within 28 days of the date of issue of the Rule 2.7 Announcement (or on such later date as the Takeover Panel may permit).

(c) Holdings shall ensure that the published version of the Rule 2.7 Announcement is consistent in all material respects with the copy delivered to the Administrative Agent pursuant to Section 4.01(x). Holdings shall ensure that the terms of the Scheme Circular or as the case may be the Offering Circular are not inconsistent with, or contrary to, the terms of the Rule 2.7 Announcement in any respect materially adverse to the interests of the Lenders, unless the Joint Lead Arrangers have consented to the applicable change (such consent not to be unreasonably withheld, delayed or conditioned) or unless the applicable change is required by any applicable Law (including, without limitation, the Companies Act of 2006 or the Takeover Code), the Takeover Panel, any applicable stock exchange, any applicable government or other regulatory authority, or a court of competent jurisdiction (including, without limitation, the Court). Holdings will not amend or waive any material term of any Offer Document or, as the case may be, Scheme Document in a manner or to an extent that would be materially prejudicial to the interests of the Lenders under the Loan Documents, other than any amendment or waiver (i) made with the consent of Administrative Agent; (ii) required by the Takeover Panel, the Court, the Takeover Code or any other applicable law, regulation court or regulatory body or (iii) where such waiver does not relate to a condition which the Acquisition SPV reasonably considers that it would be entitled, in accordance with

Rule 13.5(a) of the Code, to invoke so as to cause the Acquisition not to proceed, to lapse or to be withdrawn.

(d) Other than as required by the Takeover Panel, the Takeover Code, the London Stock Exchange, Financial Conduct Authority or any other applicable law, regulation, court or regulatory body and to the extent practicable, Holdings and its subsidiaries shall not make any press release or other public statement in respect of the Acquisition (other than in the Rule 2.7 Announcement, the Scheme Circular or any Offer Document), without first obtaining the prior approval of Administrative Agent (such approval not to be unreasonably withheld or delayed).

(e) Holdings, upon the reasonable request of the Joint Lead Arrangers, deliver to the Administrative Agent (for further delivery to the Lenders) and the Joint Lead Arrangers updates as to the status and progress in respect of the Acquisition, including, if applicable details of the level of acceptances of the Offer, and will notify the Joint Lead Arrangers promptly following any Responsible Officer of the Borrower becoming aware of any reasonably likely failure to fully satisfy any condition of the Scheme or the Offer, as applicable, that would allow Acquisition SPV to not proceed with the Scheme or the Offer or the Scheme, as applicable, in each case, to the extent it is able to do so in compliance with applicable law (including, without limitation, the Companies Act of 2006 or the Takeover Code). Holdings and its subsidiaries shall, to the extent that they are able to do so in compliance with applicable law and confidentiality or other obligations to which they are subject, promptly supply to Administrative Agent (i) copies of all documents, certificates, notices or announcements received or issued by Holdings or any of its subsidiaries (or on their behalf) in relation to a Scheme or an Offer (as the case may be) to the extent material to the interests of the Lenders and (ii) any other information regarding the progress of an Offer or a Scheme (as the case may be), in each case as Administrative Agent may reasonably request.

(f) Holdings shall pay (or cause payment of) all amounts payable under the Acquisition Documents as and when they become due (except to the extent that any such amounts are being contested in good faith by Holdings or any of its subsidiaries and where adequate reserves are set aside for any such payment) with the time periods required by applicable law.

(g) Holdings shall not and shall procure that none of its subsidiaries, without the prior written consent of the Administrative Agent, finance the purchase of any Target Shares (whether pursuant to the Offer, or the Scheme, or otherwise) with any amounts other than (i) the proceeds of the Bridge Euro Term Loans (or any New First Lien Notes issued in lieu thereof), the Bridge Sterling Term Loans (or any New First Lien Notes issued in lieu thereof), the Initial Euro Term Loans, the Initial Sterling Term Loans, and the Second Lien Bridge Facility (or any New Second Lien Notes issued in lieu thereof) in each case in accordance with Section 5.08 of this Agreement and (ii) cash on balance sheet (for the avoidance of doubt, not generated from any debt financing or any issuance of equity, other than common equity with no debt-like features). Holdings and its subsidiaries shall not acquire any Target Shares in the market (outside of the Offer or Scheme) at a price higher than the price per Target Share paid or to be paid pursuant to the Offer or Scheme (as applicable).

(h) Where the Acquisition is to be undertaken by way of a Scheme but then changes to an Offer (or vice versa), Holdings shall promptly notify the Administrative Agent of such change. Following any change in the way in which the Acquisition is to be undertaken, as notified by Holdings under this clause (h), each reference to "Acquisition Documents" in this Agreement shall be construed accordingly.

(i) Where the Acquisition is to be undertaken by way of an Offer, Holdings shall not declare the Offer unconditional as to acceptances until the Minimum Acceptance Condition has been achieved.

(j) Holdings and its subsidiaries shall not take any action which would require Holdings or any of its Subsidiaries to make a mandatory offer for the Target Shares in accordance with Rule 9 of the Takeover Code.

The provisions of this Section 5.11 are for the benefit of the Lenders only and, notwithstanding anything herein to the contrary, the Required Lenders under the Term Facility may amend, waive or otherwise modify this Section 5.11 or the defined terms used solely for purposes of this Section 5.11 or waive any Default resulting from a breach of this Section 5.11 without the consent of any Lenders other than such Required Lenders.

SECTION 5.12. Conditions Subsequent. Holdings undertakes that:

(a) if the Squeeze-Out Date occurs, it shall promptly commence the Squeeze-Out in respect of those Target Shares that have not been assented to the Offer and shall ensure that within four weeks thereafter notices in the prescribed form are given to the holders of such Target Shares that Holdings desires to acquire such Target Shares in accordance with the Squeeze-Out;

(b) it shall procure as soon as possible, and in any event within three (3) months of the Closing Date where the Acquisition proceeds by means of a Scheme or within four (4) months of the Closing Date where the Acquisition proceeds by means of an Offer, that the Target shall be re-registered as a private company pursuant to Section 97 of the Companies Act of 2006; and

(c) shall use its best efforts to procure that, by no later than the expiry of the Certain Funds Period, the Memorandum and Articles of Association of the Target shall be amended so that Holdings shall have the right to acquire any Target Shares which are required to be issued by the Target pursuant to any rights of any person under any option scheme and evidence shall be provided to the Administrative Agent of such amendment.

SECTION 5.13. Collateral and Guarantee Requirement. The Borrower shall satisfy the elements of the Collateral and Guarantee Requirement required to be satisfied on the Effective Date (other than in the case of any security interest in the intended Collateral or any deliverable related to the perfection of security interests in the intended Collateral (other than any Collateral the security interest in which may be perfected by the filing of a UCC financing statement or the delivery of stock certificates and the security agreement giving rise to the security interest therein) that is not provided on the Effective Date after the Borrower's use of commercially reasonable efforts to do so, which such security interest or deliverable shall be delivered within the time periods specified with respect thereto in Schedule 5.13, and the Administrative Agent shall have received a completed Perfection Certificate, dated the Effective Date and signed by a Responsible Officer of the Borrower, together with all attachments contemplated thereby.

SECTION 5.14. Cooperation. Borrower agrees to engage (on the Effective Date) investment banks reasonably satisfactory to the Initial Lenders ("Investment Banks") as lead managers in connection with a private placement or registered offering of the Permanent Securities and to use commercially reasonable efforts to achieve a private placement of Permanent Securities that is reasonably satisfactory to both the Investment Banks and the Borrower; provided, that, with respect to any assistance required by or deliveries with respect to the Target, such assistance shall be limited to the Borrower's obligation to use all reasonable endeavors to cause the Target to provide such assistance or such deliveries. Such assistance shall include: (i) the preparation of, as soon as reasonably practicable: (a) a customary offering circular, prospectus, bank book or private placement memorandum with respect to the Permanent Securities, or (b) at the Borrower's options, (x) a registration statement under the Securities Act with respect to any portion of the Securities to be publicly offered (the "Registration Statement"), and if such Registration Statement is filed, you will cause such Registration Statement to comply as to form in all material respects with applicable rules and regulations and contain all legally required disclosures, and to become effective as soon as practicable thereafter or (y) a prospectus supplement to the Borrower's existing registration statement (in either case, such documents referenced in (a) or (b) above, the "Offering Document"); (ii) the execution of an underwriting, placement agency, purchase or other applicable type of agreement which agreement shall be consistent with and substantially similar to, in the case of a debt offering, the Purchase Agreement dated as of January 19, 2018 among the Borrower, Credit Suisse Securities (USA) LLC, as representative of the several initial purchasers and the guarantors party thereto (the "Purchase Agreement"); (iii) the delivery to the Investment Banks concurrently with, or as part of, the Offering Document, (a) audited consolidated financial statements of each of the Borrower and the Target as of and for the three most recently completed fiscal years ending at least 90 days before the Closing Date, unaudited consolidated financial statements of each of the Borrower and the Target as of and for each subsequent fiscal quarter ended at least 45 days before the Closing Date (other than any fiscal fourth quarter) after the most recent fiscal period for which audited consolidated financial statements have been provided (it being understood that prior to the Closing Date with respect to the Target such fiscal quarterly financials shall instead mean interim financial statements for the six-month period ended subsequent to the most recent fiscal year end and ended at least 45 days before the Closing Date) and pro forma financial statements of the Borrower as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days before the Closing Date (or, if the most recently completed fiscal period is the end of the fiscal year, ended at least 90 days before the Closing Date, prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such other statement of income), which reflects adjustments customary for Rule 144A transactions and such other financial information relating to the Borrower and the Target or other proposed or recently completed acquisitions, if any, as may be reasonably requested by the Investment Banks and (b) customary "comfort" (including "negative assurance" comfort) from your independent accountants and independent accountants for the Target (such information described in items (i) through (iii), "Cooperation Information"); (iv) your using commercially reasonable efforts to obtain public ratings for any Permanent Securities that are debt securities from Moody's and S&P; (v) cooperating with our due diligence investigation of each of the Borrower and its subsidiaries and the Target and its subsidiaries, including, without limitation, by supplying due diligence materials and information with respect to the general affairs, management, prospects, financial position, stockholders' equity or results of operations of the Borrower and its subsidiaries, and using commercially reasonable efforts to supply such materials and information with respect to the Target and its subsidiaries and the tax, accounting, legal, regulatory and other issues relevant to each of the Borrower and its subsidiaries and the Target and its subsidiaries and (vi) making available the Borrower's officers and advisors and using commercially reasonable efforts to cause the Target and their subsidiaries to make their officers and advisors available upon reasonable notice to attend and make presentations regarding the business of the Borrower, the Target and its

subsidiaries, during no more than three customary "road shows" related to the Take-out Financing. The Borrower further agrees to notify the Investment Banks promptly of all developments materially affecting it, the Target or a Take-out Financing or the accuracy of the Cooperation Information, including, without limitation, the occurrence of any event or any other change known that would results in the Offering Document or Cooperation Information containing an untrue statement of a material fact or omitting to state any material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading and the Borrower will promptly update the Offering Document in order to ensure that it does not contain such untrue statement or omission. The Borrower acknowledges that the Investment Banks may rely, without independent verification, upon the accuracy and completeness of the Cooperation Information and the Offering Document and that the Investment Banks do not assume responsibility therefor, except such information provided by the Investment Banks in writing for inclusion therein as expressly provided in the Purchase Agreement.

Notwithstanding anything in this provision to the contrary, all agreements with respect to the Borrower's efforts to use reasonable endeavors to cause the Target to assist with syndication as set forth herein (i) shall not commence until the earlier of the Offer Effective Date and the Scheme Effective Date and (ii) and subject at all time to the requirements of the UK Takeover Rules.

SECTION 5.15. Securities Demand.

(a) Upon written notice (such notice, a "Securities Demand") by either of the Joint Bookrunners and/or Investment Banks who are affiliated with Initial Lenders holding any outstanding Commitments as of the date hereof (such Person, the "Controlling Person") at any time and from time to time (but on no more than three occasions) (it being understood and agreed that any Securities Demand that results in a Demand Failure shall not be included in such limitation), beginning upon the earlier of (i) five Business Days prior to the Closing Date and (ii) five Business Days prior to the six (6) month anniversary of the date hereof and prior to the first anniversary of the Closing Date (which notice may be provided on such date) so long as any Commitments are outstanding or any Loans are outstanding, you will cause the Borrower to issue and sell, to the Investment Banks or the Initial Lenders or their respective affiliates, the New First Lien Notes or Permanent Securities which may be Dollar denominated ("Dollar Permanent Securities"), Euro denominated ("Euro Permanent Securities") or Sterling denominated ("Sterling Permanent Securities") in such amount as is necessary to repay the outstanding Loans under this Agreements in full or replace this Agreement in full (each, a "Take-out Financing"); provided that in case of any Securities Demand for Take-out Financing to be issued prior to the Closing Date, such Securities Demand shall also be subject to terms of clause (g) below.

(b) The Take-out Financing shall have such form, term, yield, guarantees, covenants, call protection, default provisions and other terms as are customary for securities of the type issued and may be issued in one or more tranches, and in the form of notes as determined by the Controlling Person in its reasonable judgment after giving due regard to the Applicable Bond Standard; provided that (i) the interest rate for any Take-out Financing shall be reasonably determined by the Investment Bank in light of then-prevailing market conditions for comparable high yield debt securities in consultation with you, provided further that (x) (1) the weighted average total per annum yield payable by Borrower and/or issuer applicable to the Loans and/or Commitments denominated in Euro and any Take-out Financing denominated in Euro issued to replace or refinance all or a portion of the Loans or Commitments at any time shall not exceed the First Lien Bridge Euro Total Cap, (2) the weighted average total per annum yield payable by Borrower and/or issuer applicable to the Loans and/or Commitments denominated in Sterling and any Take-out Financing denominated in Sterling issued to replace or refinance all or a

portion of the Loans or Commitments at any time shall not exceed the First Lien Bridge Sterling Total Cap and (3) the weighted average total per annum yield payable by Borrower and/or issuer applicable to the Loans and/or Commitments denominated in Dollars and any Take-out Financing denominated in Dollars issued to replace or refinance all or a portion of the Loans or Commitments at any time shall not exceed the First Lien Bridge Dollar Total Cap and (y) (1) the total effective yield payable by the Borrower and/or issuer (including any original issue discount, but excluding any underwriting or initial purchase discounts or fees) applicable to any individual tranche of Take-out Financing denominated in Euros at any time shall not exceed a rate per annum equal to the First Lien Bridge Euro Total Cap plus 150 basis points, (2) the total effective yield payable by the Borrower and/or issuer (including any original issue discount, but excluding any underwriting or initial purchase discounts or fees) applicable to any individual tranche of Take-out Financing denominated in Sterling at any time shall not exceed a rate per annum equal to the First Lien Bridge Sterling Total Cap plus 150 basis points and (3) the total effective yield payable by the Borrower and/or issuer (including any original issue discount, but excluding any underwriting or initial purchase discounts or fees) applicable to any individual tranche of Take-out Financing denominated in Dollars at any time shall not exceed a rate per annum equal to the First Lien Bridge Dollar Total Cap plus 150 basis points (it being understood, in each case, that any floating interest rates and/or yields and/or original issue discount included in any of the foregoing calculations shall be determined using a methodology reasonably satisfactory to the Investment Bank), (ii) the final scheduled maturity of any Take-out Financing shall not be earlier than the seventh anniversary of the Closing Date, (iii) the make-whole period will be three years from the issue date and the call premium at the end of the make-whole period shall not be greater than 75% of the coupon during the fourth year after the issue date of the Take-out Financing and shall decline to 50% of the coupon during the fifth year after the issue date of the Take-out Financing, 25% of the coupon during the sixth year after the issue date of the Take-out Financing and then to zero thereafter; (iv) the issue price to the issuer (before giving effect to the underwriting or initial purchasers discounts or fees payable to the Investment Bank) of any Take-out Financing shall not be less than 97% of principal amount; (v) an equity claw provision consistent with the Applicable Bond Standard and (vi) the guarantee and any collateral structure shall be consistent with the Applicable Bond Standard. For the avoidance of doubt, the Investment Banks may reoffer the Take-out Financing to investors at any price below or above the proceeds to the Borrower and/or issuer. It is agreed that the yield payable by the Borrower on any Take-out Financing shall not include (x) any original issue discount arising from below par resales by the Joint Bookrunners or (y) the tax impact of any "cancellation of indebtedness."

(c) The Borrower will use commercially reasonable best efforts to, within 5 Business Days of receipt of written notice of a Securities Demand (if after the Closing Date, 10 Business Days), do the following:

(i) provide as many copies as reasonably requested to the Investment Banks of an Offering Document for the offer and sale of the Permanent Securities pursuant to Rule 144A of the rules and regulations under the Securities Act containing such disclosures as are customary and appropriate for offerings of securities pursuant to Rule 144A, including the Cooperation Information;

(ii) the Borrower shall assist in the preparation of, rating agency presentations and "road show" materials consistent with the information contained in the Offering Document which the Joint Bookrunners may reasonably request in connection with the Take-out Financing; and

(iii) make the senior management and advisors of the Borrower (and the Target, if applicable) and certain of the Investors' investment professionals available for due diligence,

rating agency presentations and a "road show" meetings with potential investors for the New First Lien Notes or Permanent Securities on no more than three occasions as reasonably requested by the Investment Banks in their judgment to market the New First Lien Notes or Permanent Securities.

(d) The Investment Banks may at any time upon reasonable advance notice to the Borrower require the Borrower (or, if reasonably so specified by the Investment Banks, an affiliate of the Borrower) to execute the Purchase Agreement.

(e) Without limiting the generality of the foregoing, the Joint Bookrunners and/or Investment Banks may make such a Securities Demand for the issuance of Permanent Securities to the Lenders to replace any Commitments or refinance this Facility on the Closing Date and to be resold by them at any time thereafter in accordance with the provisions of this Section 5.15; provided that any such Securities Demand contemplating the resale of Permanent Securities shall include such customary information regarding the selling Lenders as may be required to be included in the Offering Document or a supplement thereto.

(f) Notwithstanding anything to the contrary contained herein, in the event of your failure to comply with the terms this Section (a "Demand Failure"), (w) the interest rate with respect to the Loans shall increase to the applicable First Lien Bridge Total Cap immediately and automatically, (x) the Loan shall be immediately and automatically subject to the call protection in the Applicable Bond Standard (other than with respect to any prepayment of Loans held by the Initial Lenders, their Affiliates but excluding Loans held by bona fide asset management affiliates of the foregoing), (y) the Rollover Fee, if not previously paid, shall become immediately due and payable (and no future fee credit shall be available), calculated based on the principal amount of the Loans outstanding on the date of such Demand Failure or the principal amount of Commitments outstanding on the date of such Demand Failure (which, if such date is the Closing Date, will be the principal amount of Loans funded on the Closing Date) and (z) any restrictions on transfer of the Loans or Exchange Notes shall be deemed waived. For the avoidance of doubt, a Demand Failure shall not, in and of itself, constitute a Default hereunder.

(g) It is agreed that, if the Closing Date has not occurred before September 15, 2019 (the "Escrow Right Date") and Commitments hereunder remain outstanding, on or after the Escrow Right Trigger Date, the Joint Bookrunners and/or Investment Banks may issue a Securities Demand (which may be issued five Business Days in advance of such date) and require that the Permanent Securities be issued on the Escrow Right Trigger Date or on another date thereafter prior to the closing of the Acquisition, with the gross proceeds of such Permanent Securities to be placed in a customary escrow account, the proceeds of which will be pledged solely to the holders of such Permanent Securities, in each case on customary terms and conditions for an escrow financing (an "Escrow Securities Demand"); provided that the conditions to release such proceeds shall be the satisfaction of the conditions to borrowing in Section 4.02 herein. Any such escrow arrangements will provide that the aggregate principal amount of such Permanent Securities will be redeemed at the original price at which such Permanent Securities were issued in the event that the conditions to the release of proceeds of such Permanent Securities from escrow are not satisfied prior to the Closing Date. Such escrow arrangement may include the use of an Unrestricted Subsidiary and will be structured in such a manner as to comply with the Existing ABL Agreement, the Existing Credit Agreement, the Existing Second Lien Note Documents, the Term Loan Credit Agreement and the Second Lien Bridge Credit Agreement.

(h) The Borrower will not be required to comply with the terms of this Section if the Borrower has determined in its reasonable discretion that such issue, sale or borrowing may result in

materially adverse tax consequences to the Borrower; provided that it is understood and agreed that the failure to comply with the terms of this Section pursuant to this clause (vi) will constitute a Demand Failure.

ARTICLE VI

Negative Covenants

The Borrower covenants and agrees with each Lender that, so long as this Agreement shall remain in effect (other than in respect of contingent indemnification obligations for which no claim has been made) and until the Commitments have been terminated and the Obligations (including principal of and interest on each Loan, all fees and all other expenses or amounts payable under any Loan Document) have been paid in full, unless the Required Lenders shall otherwise consent in writing, the Borrower will not, and will not permit any of the Material Subsidiaries to:

SECTION 6.01. Indebtedness. Incur, create, assume or permit to exist any Indebtedness, except:

(a) Indebtedness existing on the Effective Date and set forth on Schedule 6.01 and any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness (other than intercompany indebtedness Refinanced with Indebtedness owed to a person not affiliated with the Borrower or any Subsidiary);

(b) Indebtedness created hereunder and under the other Loan Documents and any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness;

(c) Indebtedness pursuant to Swap Agreements;

(d) Indebtedness owed to (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) any person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Borrower or any Subsidiary, pursuant to reimbursement or indemnification obligations to such person, in each case in the ordinary course of business; provided, that upon the incurrence of Indebtedness with respect to reimbursement obligations regarding workers' compensation claims, such obligations are reimbursed not later than 30 days following such incurrence;

(e) Indebtedness of the Borrower to Holdings or any Subsidiary and of any Subsidiary to Holdings, the Borrower or any other Subsidiary; provided, that (i) Indebtedness of any Subsidiary that is not a Subsidiary Loan Party owing to the Loan Parties shall be subject to Section 6.04(b) and (ii) Indebtedness of the Borrower to Holdings or any Subsidiary and Indebtedness of any other Loan Party to Holdings or any Subsidiary that is not a Subsidiary Loan Party (the "Subordinated Intercompany Debt") shall be subordinated to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(f) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations, in each case provided in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

(g) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or other cash management services in the ordinary course of business; provided, that (x) such Indebtedness (other than credit or purchase cards) is extinguished within ten Business Days of notification to the Borrower of its incurrence and (y) such Indebtedness in respect of credit or purchase cards is extinguished within 60 days from its incurrence;

(h) (i) Indebtedness of a Subsidiary acquired after the Effective Date or an entity merged into or consolidated with the Borrower or any Subsidiary after the Effective Date and Indebtedness assumed in connection with the acquisition of assets, which Indebtedness in each case exists at the time of such acquisition, merger or consolidation and is not created in contemplation of such event and where such acquisition, merger or consolidation is permitted by this Agreement and (ii) any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness; provided, (A) no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (B) if immediately after giving effect to such acquisition, merger or consolidation, the assumption and incurrence of any Indebtedness and any related transactions, the Total Net First Lien Leverage Ratio of the Borrower on a Pro Forma Basis would be greater than 4.00 to 1.00, then the amount of Indebtedness incurred pursuant to this paragraph (h) shall not exceed the greater of $140 million and 4.00% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such incurrence for which financial statements have been delivered pursuant to Section 5.04;

(i) Capital Lease Obligations, mortgage financings and purchase money Indebtedness incurred by the Borrower or any Subsidiary prior to or within 270 days after the acquisition, lease or improvement of the respective asset permitted under this Agreement in order to finance such acquisition or improvement, and any Permitted Refinancing Indebtedness in respect thereof; provided, that, if immediately after giving effect to such transaction, the Total Net First Lien Leverage Ratio of the Borrower on a Pro Forma Basis would be greater than 4.00 to 1.00, then the amount of Indebtedness incurred pursuant to this paragraph (i), when combined with the Remaining Present Value of outstanding leases permitted under Section 6.03, shall not exceed the greater of $150 million and 4.5% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such incurrence for which financial statements have been delivered pursuant to Section 5.04;

(j) Capital Lease Obligations incurred by the Borrower or any Subsidiary in respect of any Sale and Lease-Back Transaction that is permitted under Section 6.03 and any Permitted Refinancing Indebtedness in respect thereof;

(k) other Indebtedness of the Borrower or any Subsidiary, in an aggregate principal amount that at the time of, and after giving effect to, the incurrence thereof, would not exceed the greater of $175 million and 5.0% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such incurrence for which financial statements have been delivered pursuant to Section 5.04;

(l) Indebtedness of the Borrower or any Subsidiary pursuant to (i) the Existing Second Lien Notes in an aggregate principal amount that is not in excess of $2,100,000,000, (ii) the extensions of credit under the Revolving Credit Agreement, (iii) the Existing Credit Agreement and (iv) any Permitted Refinancing Indebtedness incurred to Refinance any such Indebtedness;

(m) Guarantees (i) by the Borrower and the Subsidiary Loan Parties of the Indebtedness described in paragraph (1) of this Section 6.01 and so long as any Liens securing the Guarantee of the Existing Second Lien Notes and/or Obligations (as defined therein) under the Second Lien Bridge Credit Agreement or any Permitted Refinancing Indebtedness in respect thereof are subject to the Second Priority Intercreditor Agreement, (ii) by the Borrower or any Subsidiary Loan Party of any Indebtedness of the Borrower or any Subsidiary Loan Party expressly permitted to be incurred under this Agreement, (iii) by the Borrower or any Subsidiary Loan Party of Indebtedness otherwise permitted hereunder of Holdings or any Subsidiary that is not a Subsidiary Loan Party to the extent such Guarantees are permitted by Section 6.04 (other than Section 6.04(v)), (iv) by any Foreign Subsidiary of Indebtedness of another Foreign Subsidiary, and (v) by the Borrower of Indebtedness of Foreign Subsidiaries incurred for working capital purposes in the ordinary course of business on ordinary business terms so long as such Indebtedness is permitted to be incurred under Section 6.01(s) to the extent such Guarantees are permitted by 6.04 (other than Section 6.04(v));

(n) Indebtedness arising from agreements of the Borrower or any Subsidiary providing for indemnification, adjustment of purchase or acquisition price or similar obligations, in each case, incurred or assumed in connection with the Transactions and any Permitted Business Acquisition or the disposition of any business, assets or a Subsidiary not prohibited by this Agreement, other than Guarantees of Indebtedness incurred by any person acquiring all or any portion of such business, assets or a Subsidiary for the purpose of financing such acquisition;

(o) Indebtedness in respect of letters of credit, bank guarantees, warehouse receipts or similar instruments issued to support performance obligations and trade letters of credit (other than obligations in respect of other Indebtedness) in the ordinary course of business;

(p) Indebtedness supported by a Letter of Credit, in a principal amount not in excess of the stated amount of such Letter of Credit;

(q) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(r) (i) other Indebtedness incurred by the Borrower or any Subsidiary Loan Party; provided that (A) at the time of the incurrence of such Indebtedness and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing or would result therefrom (or, if the proceeds of such Indebtedness are being used to fund a Limited Condition Acquisition, at the time of the incurrence of such Indebtedness and after giving effect thereto, no Specified Event of Default shall have occurred and be continuing or would result therefrom), (B) the Borrower and its Subsidiaries shall be in Pro Forma Compliance after giving effect to the issuance incurrence or assumption of such Indebtedness and (C) in the case of any such Indebtedness that is secured, immediately after giving effect to the issuance, incurrence or assumption of such Indebtedness, the Total Net First Lien Leverage Ratio on a Pro Forma Basis shall not be greater than 4.00 to 1.00 and (ii) Permitted Refinancing Indebtedness in respect thereof;

(s) Indebtedness of Foreign Subsidiaries; provided that the aggregate amount of Indebtedness incurred under this clause (s), when aggregated with all other Indebtedness incurred

and outstanding pursuant to this clause (s), shall not exceed the greater of $100 million and 10% of the consolidated assets of the Foreign Subsidiaries at the time of such incurrence;

(t) unsecured Indebtedness in respect of obligations of the Borrower or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; provided, that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms (which require that all such payments be made within 60 days after the incurrence of the related obligations) in the ordinary course of business and not in connection with the borrowing of money or any Swap Agreements;

(u) Indebtedness representing deferred compensation to employees of the Borrower or any Subsidiary incurred in the ordinary course of business;

(v) Indebtedness in connection with Permitted Receivables Financings; provided that the proceeds thereof are applied in accordance with Section 2.11(b);

(w) Indebtedness of the Foreign Subsidiaries incurred under lines of credit or overdraft facilities (including, but not limited to, intraday, ACH and purchasing card/T&E services) extended by one or more financial institutions reasonably acceptable to the Administrative Agent or one or more of the Lenders and (in each case) established for such Foreign Subsidiaries' ordinary course of operations (such Indebtedness, the "Overdraft Line"), which Indebtedness may be secured as, but only to the extent, provided in Section 6.02(b) and in the Security Documents;

(x) Indebtedness incurred on behalf of, or representing Guarantees of Indebtedness of, joint ventures not in excess, at any one time outstanding, of the greater of $175 million or 5.0% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such incurrence for which financial statements have been delivered pursuant to Section 5.04;

(y) Indebtedness consisting of promissory notes issued by the Borrower or any Subsidiary to current or former officers, directors and employees, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of Holdings or any Parent Entity permitted by Section 6.06;

(z) Indebtedness consisting of obligations of the Borrower or any Subsidiary under deferred compensation or other similar arrangements incurred by such Person in connection with the Transactions and Permitted Business Acquisitions or any other Investment expressly permitted hereunder;

(aa) Indebtedness incurred pursuant to the Term Loan Credit Agreement as in effect on the Effective Date in an aggregate principal amount not to exceed the Initial Euro Term Loans and Initial Sterling Term Loans;

(bb) Indebtedness incurred pursuant to the Second Lien Bridge Credit Agreement as in effect on the Effective Date in an aggregate principal amount not to exceed $1,275,000,000and the New First Lien Notes; and

(cc) all premium (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in paragraphs (a) through (bb) above.

SECTION 6.02. Liens. Create, incur, assume or permit to exist any Lien on any property or assets (including stock or other securities of any person, including the Borrower and any Subsidiary) at the time owned by it or on any income or revenues or rights in respect of any thereof, except the following (collectively, "Permitted Liens"):

(a) Liens on property or assets of the Borrower and the Subsidiaries existing on the Effective Date and set forth on Schedule 6.02(a) or, to the extent not listed in such Schedule, where such property or assets have a fair market value that does not exceed $10.0 million in the aggregate, and any modifications, replacements, renewals or extensions thereof; provided, that such Liens shall secure only those obligations that they secure on the Effective Date (and any Permitted Refinancing Indebtedness in respect of such obligations permitted by Section 6.01(a)) and shall not subsequently apply to any other property or assets of the Borrower or any Subsidiary other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien, and (B) proceeds and products thereof;

(b) any Lien created under the Loan Documents (including, without limitation, Liens created under the Security Documents securing obligations in respect of Swap Agreements owed to a person that is a Lender or an Affiliate of a Lender at the time of entry into such Swap Agreements) or permitted in respect of any Mortgaged Property by the terms of the applicable Mortgage and, provided that (with respect to Liens securing Indebtedness of the Borrower or a Subsidiary Loan Party) such Liens are subject to the terms of the Senior Lender Intercreditor Agreement, any Lien securing the Revolving Credit Agreement, the Existing Credit Agreement or any Indebtedness or obligations under the Revolving Credit Agreement, the Existing Credit Agreement or any "Loan Documents" thereunder; provided, however, in no event shall the holders of the Indebtedness under the Overdraft Line have the right to receive proceeds in respect of a claim in excess of $20 million in the aggregate (plus (i) any accrued and unpaid interest in respect of Indebtedness incurred by the Borrower and the Subsidiaries under the Overdraft Line and (ii) any accrued and unpaid fees and expenses owing by the Borrower and the Subsidiaries under the Overdraft Line) from the enforcement of any remedies available to the Secured Parties under all of the Loan Documents;

(c) any Lien on any property or asset of the Borrower or any Subsidiary securing Indebtedness or Permitted Refinancing Indebtedness permitted by Section 6.01(h); provided, that such Lien (i) does not apply to any other property or assets of the Borrower or any of the Subsidiaries not securing such Indebtedness at the date of the acquisition of such property or asset (other than after acquired property subjected to a Lien securing Indebtedness and other obligations incurred prior to such date and which Indebtedness and other obligations are permitted hereunder that require a pledge of after acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition), (ii) such Lien is not created in contemplation of or in connection with such acquisition and (iii) in the case of a Lien securing Permitted Refinancing Indebtedness, any such Lien is permitted, subject to compliance with clause (e) of the definition of the term "Permitted Refinancing Indebtedness";

(d) Liens for Taxes, assessments or other governmental charges or levies not yet delinquent or that are being contested in compliance with Section 5.03;

(e) Liens imposed by law, such as landlord's, carriers', warehousemen's, mechanics', materialmen's, repairmen's, construction or other like Liens arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or that are being contested in good faith by appropriate proceedings and in respect of which, if applicable, the Borrower or any Subsidiary shall have set aside on its books reserves in accordance with GAAP;

(f) (i) pledges and deposits and other Liens made in the ordinary course of business in compliance with the Federal Employers Liability Act or any other workers' compensation, unemployment insurance and other social security laws or regulations and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and (ii) pledges and deposits and other Liens securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any Subsidiary;

(g) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capital Lease Obligations), statutory obligations, surety and appeal bonds, performance and return of money bonds, bids, leases, government contracts, trade contracts, agreements with utilities, and other obligations of a like nature (including letters of credit in lieu of any such bonds or to support the issuance thereof) incurred in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

(h) zoning restrictions, survey exceptions and such matters as an accurate survey would disclose, easements, trackage rights, leases (other than Capital Lease Obligations), licenses, special assessments, rights-of-way, covenants, conditions, restrictions and declaration on or with respect to the use of Real Property, servicing agreements, development agreements, site plan agreements and other similar encumbrances incurred in the ordinary course of business and title defects or irregularities that are of a minor nature and that, in the aggregate, do not interfere in any material respect with the ordinary conduct of the business of the Borrower or any Subsidiary;

(i) Liens securing Indebtedness permitted by Section 6.01(i) (limited to the assets subject to such Indebtedness);

(j) Liens arising out of capitalized lease transactions permitted under Section 6.03, so long as such Liens attach only to the property sold and being leased in such transaction and any accessions thereto or proceeds thereof and related property;

(k) Liens securing judgments that do not constitute an Event of Default under Section 7.01(j);

(l) Liens disclosed by the title insurance policies delivered on or subsequent to the Effective Date and pursuant to Section 5.10 and any replacement, extension or renewal of any such Lien; provided, that such replacement, extension or renewal Lien shall not cover any

property other than the property that was subject to such Lien prior to such replacement, extension or renewal; provided, further, that the Indebtedness and other obligations secured by such replacement, extension or renewal Lien are permitted by this Agreement;

(m) any interest or title of a lessor or sublessor under any leases or subleases entered into by the Borrower or any Subsidiary in the ordinary course of business;

(n) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Subsidiary or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any Subsidiary in the ordinary course of business;

(o) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;

(p) Liens securing obligations in respect of trade-related letters of credit, banker's acceptances or bank guarantees permitted under Section 6.01(f), (k) or (o) and covering the goods (or the documents of title in respect of such goods) financed by such letters of credit, banker's acceptances or bank guarantees and the proceeds and products thereof;

(q) leases or subleases, licenses or sublicenses (including with respect to intellectual property and software) granted to others in the ordinary course of business not interfering in any material respect with the business of the Borrower and its Subsidiaries, taken as a whole;

(r) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(s) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement in respect of any Investment permitted hereunder;

(t) Liens with respect to property or assets of any Foreign Subsidiary securing Indebtedness of a Foreign Subsidiary permitted under Section 6.01;

(u) other Liens with respect to property or assets of the Borrower or any Subsidiary; provided that (i) after giving effect to any such Lien and the incurrence of Indebtedness, if any, secured by such Lien is created, incurred, acquired or assumed (or any prior Indebtedness becomes so secured) on a Pro Forma Basis, the Total Net First Lien Leverage Ratio on the last day of the Borrower's then most recently completed fiscal quarter for which financial statements are available shall be less than or equal to 4.00 to 1.00, (ii) at the time of the incurrence of such Lien and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing or would result therefrom (or, if the proceeds of such Indebtedness are being used to fund a Limited Condition Acquisition, at the time of the incurrence of such Indebtedness and after giving effect thereto, no Specified Event of Default shall have occurred and be continuing or would result therefrom), (iii) the Indebtedness or other obligations secured by such Lien are otherwise permitted by this Agreement, and (iv) to the extent such Liens are pari passu or subordinated to the Liens granted hereunder, an intercreditor agreement reasonably satisfactory to

the Administrative Agent shall be entered into providing that such new liens will be secured equally and ratably with the Liens granted hereunder, or, as applicable, subordinated to the Liens granted hereunder, in each case, on customary terms;

(v) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business;

(w) agreements to subordinate any interest of the Borrower or any Subsidiary in any accounts receivable or other proceeds arising from inventory consigned by the Borrower or any of its Subsidiaries pursuant to an agreement entered into in the ordinary course of business;

(x) Liens arising from precautionary Uniform Commercial Code financing statements or consignments entered into in connection with any transaction otherwise permitted under this Agreement;

(y) Liens on Equity Interests in joint ventures securing obligations of such joint venture;

(z) Liens on securities that are the subject of repurchase agreements constituting Permitted Investments under clause (c) of the definition thereof;

(aa) Liens in respect of Permitted Receivables Financings that extend only to the receivables subject thereto;

(bb) Liens on goods or inventory the purchase, shipment or storage price of which is financed by a documentary letter of credit, bank guarantee or bankers' acceptance issued or created for the account of the Borrower or any Subsidiary in the ordinary course of business; provided, that such Lien secures only the obligations of the Borrower or such Subsidiaries in respect of such letter of credit, bankers' acceptance or bank guarantee to the extent permitted under Section 6.01;

(cc) Liens securing insurance premiums financing arrangements, provided, that such Liens are limited to the applicable unearned insurance premiums;

(dd) Liens in favor of the Borrower or any Subsidiary Loan Party; provided that if any such Lien shall cover any Collateral, the holder of such Lien shall execute and deliver to the Administrative Agent a subordination agreement in form and substance reasonably satisfactory to the Administrative Agent;

(ee) Liens securing obligations under the Second Lien Note Documents and any Permitted Refinancing Indebtedness in respect thereof, to the extent such Liens are subject to the Second Priority Intercreditor Agreement;

(ff) Liens on not more than $30 million of deposits securing Swap Agreements;

(gg) Liens securing Obligations (as defined in the Term Loan Credit Agreement) under the Term Loan Credit Agreement and the credit documents related thereto pursuant to Section 6.01(aa) , the Initial Euro Term Loans, the Initial Sterling Term Loans and any Permitted Refinancing Indebtedness in respect of the foregoing;

(hh) Liens securing Obligations (as defined in the Second Lien Bridge Credit Agreement) under the Second Lien Bridge Credit Agreement and the credit documents related thereto pursuant to Section 6.01(bb), the New Second Lien Notes and any Permitted Refinancing Indebtedness in respect of the foregoing; and

(ii) other Liens with respect to property or assets of the Borrower or any Subsidiary securing obligations in an aggregate principal amount outstanding at any time not to exceed $30 million.

SECTION 6.03. Sale and Lease-Back Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred (a "Sale and Lease-Back Transaction"); provided, that a Sale and Lease-Back Transaction shall be permitted (a) with respect to property owned (i) by the Borrower or any Domestic Subsidiary that is acquired after the Closing Date so long as such Sale and Lease-Back Transaction is consummated within 180 days of the acquisition of such property and (ii) by any Foreign Subsidiary regardless of when such property was acquired, and (b) with respect to any property owned by the Borrower or any Domestic Subsidiary, (x) if at the time the lease in connection therewith is entered into, and after giving effect to the entering into of such lease, (A) the Total Net First Lien Leverage Ratio is equal to or less than 4.00 to 1.00, or (B) if the Total Net First Lien Leverage Ratio is greater than 4.00 to 1.00, the Remaining Present Value of such lease, together with Indebtedness outstanding pursuant to Section 6.01(i) and the Remaining Present Value of outstanding leases previously entered into under this Section 6.03(b), shall not exceed the greater of $150 million and 4.5% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date the lease was entered into for which financial statements have been delivered pursuant to Section 5.04 and (y) if such Sale and Lease-Back Transaction is of property owned by the Borrower or any Domestic Subsidiary as of the Effective Date, the Net Proceeds therefrom are used to prepay the Loans to the extent required by Section 2.11(b).

SECTION 6.04. Investments, Loans and Advances. Purchase, hold or acquire (including pursuant to any merger with a person that is not a Wholly Owned Subsidiary immediately prior to such merger) any Equity Interests, evidences of Indebtedness or other securities of, make or permit to exist any loans or advances to or Guarantees of the obligations of, or make or permit to exist any investment or any other interest in (each, an "Investment"), any other person, except:

(a) the Transactions;

(b) (i) Investments by the Borrower or any Subsidiary in the Equity Interests of the Borrower or any Subsidiary; (ii) intercompany loans from the Borrower or any Subsidiary to the Borrower or any Subsidiary; and (iii) Guarantees by the Borrower or any Subsidiary Loan Party of Indebtedness otherwise expressly permitted hereunder of the Borrower or any Subsidiary; provided, that the sum of (A) Investments (valued at the time of the making thereof and without giving effect to any write-downs or write-offs thereof) made after the Effective Date by the Loan Parties pursuant to clause (i) in Subsidiaries that are not Subsidiary Loan Parties, plus (B) net intercompany loans made after the Effective Date to Subsidiaries that are not Subsidiary Loan Parties pursuant to clause (ii), plus (C) Guarantees of Indebtedness after the Effective Date of Subsidiaries that are not Subsidiary Loan Parties pursuant to clause (iii), shall not exceed an aggregate net amount equal to (x) the greater of (1) $100 million and (2) 4.5% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such Investment

for which financial statements have been delivered pursuant to Section 5.04 (plus any return of capital actually received by the respective investors in respect of Investments theretofore made by them pursuant to this paragraph (b)); plus (y) the portion, if any, of the Cumulative Credit on the date of such election that the Borrower elects to apply to this Section 6.04(b)(y), such election to be specified in a written notice of a Responsible Officer of the Borrower calculating in reasonable detail the amount of Cumulative Credit immediately prior to such election and the amount thereof elected to be so applied; provided, further, that intercompany current liabilities incurred in the ordinary course of business in connection with the cash management operations of the Borrower and the Subsidiaries and intercompany liabilities incurred in connection with the Transaction shall not be included in calculating the limitation in this paragraph at any time.

(c) Permitted Investments and Investments that were Permitted Investments when made;

(d) Investments arising out of the receipt by the Borrower or any Subsidiary of noncash consideration for the sale of assets permitted under Section 6.05;

(e) loans and advances to officers, directors, employees or consultants of the Borrower or any Subsidiary (i) in the ordinary course of business not to exceed the greater of $25 million and 1.0% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such loan or advance for which financial statements have been delivered pursuant to Section 5.04, in the aggregate at any time outstanding (calculated without regard to write downs or write offs thereof), (ii) in respect of payroll payments and expenses in the ordinary course of business and (iii) in connection with such person's purchase of Equity Interests of Holdings (or any Parent Entity) solely to the extent that the amount of such loans and advances shall be contributed to the Borrower in cash as common equity;

(f) accounts receivable, security deposits and prepayments arising and trade credit granted in the ordinary course of business and any assets or securities received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss and any prepayments and other credits to suppliers made in the ordinary course of business;

(g) Swap Agreements;

(h) Investments existing on, or contractually committed as of, the Effective Date and set forth on Schedule 6.04 and any extensions, renewals or reinvestments thereof, so long as the aggregate amount of all Investments pursuant to this clause (h) is not increased at any time above the amount of such Investment existing on the Effective Date;

(i) Investments resulting from pledges and deposits under Sections 6.02(f), (g), (k), (r), (s), and (u);

(j) other Investments by the Borrower or any Subsidiary in an aggregate amount (valued at the time of the making thereof, and without giving effect to any write-downs or write-offs thereof) not to exceed (i) the greater of $225 million and 6.5% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such incurrence for which financial statements have been delivered pursuant to Section 5.04 (plus any returns of capital actually received by the respective investor in respect of investments theretofore made by it

pursuant to this paragraph (j)) plus (ii) the portion, if any, of the Cumulative Credit on the date of such election that the Borrower elects to apply to this Section 6.04(j)(ii), such election to be specified in a written notice of a Responsible Officer of the Borrower calculating in reasonable detail the amount of Cumulative Credit immediately prior to such election and the amount thereof elected to be so applied;

(k) Investments constituting Permitted Business Acquisitions;

(l) intercompany loans between Foreign Subsidiaries and Guarantees by Foreign Subsidiaries permitted by Section 6.01(m);

(m) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, customers and suppliers, in each case in the ordinary course of business or Investments acquired by the Borrower as a result of a foreclosure by the Borrower or any of the Subsidiaries with respect to any secured Investments or other transfer of title with respect to any secured Investment in default;

(n) Investments of a Subsidiary acquired after the Effective Date or of an entity merged into the Borrower or merged into or consolidated with a Subsidiary after the Effective Date, in each case, to the extent permitted under this Section 6.04 and, in the case of any merger or consolidation, in accordance with Section 6.05 to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(o) acquisitions by the Borrower of obligations of one or more officers or other employees of Holdings, any Parent Entity, the Borrower or its Subsidiaries in connection with such officer's or employee's acquisition of Equity Interests of Holdings or any Parent Entity, so long as no cash is actually advanced by the Borrower or any of the Subsidiaries to such officers or employees in connection with the acquisition of any such obligations;

(p) Guarantees by the Borrower or any Subsidiary of operating leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into by the Borrower or any Subsidiary in the ordinary course of business;

(q) Investments to the extent that payment for such Investments is made with Equity Interests of Holdings (or any Parent Entity);

(r) Investments in the equity interests of one or more newly formed persons that are received in consideration of the contribution by Holdings, the Borrower or the applicable Subsidiary of assets (including Equity Interests and cash) to such person or persons; provided, that (i) the fair market value of such assets, determined on an arms'-length basis, so contributed pursuant to this paragraph (r) shall not in the aggregate exceed $30 million and (ii) in respect of each such contribution, a Responsible Officer of the Borrower shall certify, in a form to be agreed upon by the Borrower and the Administrative Agent (x) after giving effect to such contribution, no Default or Event of Default shall have occurred and be continuing, (y) the fair market value of the assets so contributed and (z) that the requirements of paragraph (i) of this proviso remain satisfied;

(s) Investments consisting of the redemption, purchase, repurchase or retirement of any Equity Interests permitted under Section 6.06;

(t) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers consistent with past practices;

(u) Investments in Foreign Subsidiaries not to exceed the greater of $70 million and 2.0% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such Investment for which financial statements have been delivered pursuant to Section 5.04, in the aggregate, as valued at the fair market value of such Investment at the time such Investment is made;

(v) Guarantees permitted under Section 6.01 (except to the extent such Guarantee is expressly subject to Section 6.04);

(w) advances in the form of a prepayment of expenses, so long as such expenses are being paid in accordance with customary trade terms of the Borrower or such Subsidiary;

(x) Investments by Borrower and its Subsidiaries, including loans to any direct or indirect parent of the Borrower, if the Borrower or any other Subsidiary would otherwise be permitted to make a dividend or distribution in such amount (provided that the amount of any such investment shall also be deemed to be a distribution under the appropriate clause of Section 6.06 for all purposes of this Agreement);

(y) Investments arising as a result of Permitted Receivables Financings;

(z) Investments received substantially contemporaneously in exchange for Equity Interests of any Parent Entity; provided, that such Investments are not included in any determination of the Cumulative Credit;

(aa) Investments in joint ventures not in excess of the greater of $70 million and 2.0% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such Investment for which financial statements have been delivered pursuant to Section 5.04, in the aggregate; and

(bb) the Transaction Equity Investment.

The amount of Investments that may be made at any time pursuant to clause (C) of the proviso of Section 6.04(b) or 6.04(j) (such Sections, the "Related Sections") may, at the election of the Borrower, be increased by the amount of Investments that could be made at such time under the other Related Section; provided that the amount of each such increase in respect of one Related Section shall be treated as having been used under the other Related Section.

SECTION 6.05. Mergers, Consolidations, Sales of Assets and Acquisitions. Merge into or consolidate with any other person, or permit any other person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or any part of its assets (whether now owned or hereafter acquired) (including, in each case, pursuant to a Delaware LLC Division), or issue, sell, transfer or otherwise dispose of any Equity Interests of the Borrower or any Subsidiary, or purchase, lease or otherwise acquire (in one transaction or a series of transactions) all or any substantial part of the assets of any other person or any division, unit or business of any person, except that this Section shall not prohibit:

(a) (i) the purchase and sale of inventory in the ordinary course of business by the Borrower or any Subsidiary and the sale of receivables by any Foreign Subsidiary pursuant to non-recourse factoring arrangements in the ordinary course of business of such Foreign Subsidiary, (ii) the acquisition or lease (pursuant to an operating lease) of any other asset in the ordinary course of business by the Borrower or any Subsidiary, (iii) the sale of surplus, obsolete or worn out equipment or other property in the ordinary course of business by the Borrower or any Subsidiary or (iv) the sale of Permitted Investments in the ordinary course of business;

(b) if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing or would result therefrom, (i) the merger or Delaware LLC Division of any Subsidiary into the Borrower in a transaction in which the Borrower is the survivor, (ii) the merger, consolidation or Delaware LLC Division of any Subsidiary into or with any Subsidiary Loan Party in a transaction in which the surviving or resulting entity is a Subsidiary Loan Party and, in the case of each of clauses (i) and (ii), no person other than the Borrower or Subsidiary Loan Party receives any consideration, (iii) the merger, consolidation or Delaware LLC Division of any Subsidiary that is not a Subsidiary Loan Party into or with any other Subsidiary that is not a Subsidiary Loan Party, (iv) the liquidation or dissolution or change in form of entity of any Subsidiary (other than the Borrower) if the Borrower determines in good faith that such liquidation, dissolution or change in form is in the best interests of the Borrower and is not materially disadvantageous to the Lenders or (v) any Subsidiary may merge or effect a Delaware LLC Division with any other person in order to effect an Investment permitted pursuant to Section 6.04 so long as the continuing or surviving person shall be a Subsidiary, which shall be a Loan Party if the merging Subsidiary was a Loan Party and which together with each of its Subsidiaries shall have complied with the requirements of Section 5.10;

(c) sales, transfers, leases or other dispositions to the Borrower or a Subsidiary (upon voluntary liquidation or otherwise); provided, that any sales, transfers, leases or other dispositions by a Loan Party to a Subsidiary that is not a Subsidiary Loan Party in reliance on this paragraph (c) shall be made in compliance with Section 6.07 and shall be included in Section 6.05(g);

(d) Sale and Lease-Back Transactions permitted by Section 6.03;

(e) Investments permitted by Section 6.04, Permitted Liens, Dividends permitted by Section 6.06 and capital expenditures;

(f) the sale of defaulted receivables in the ordinary course of business and not as part of an accounts receivables financing transaction;

(g) sales, transfers, leases, Delaware LLC Division or other dispositions of assets not otherwise permitted by this Section 6.05 (or required to be included in this clause (g) pursuant to Section 6.05(c)); provided, that (i) (A) after giving effect to such sale, transfer, lease, Delaware LLC Division or other disposition of assets, the application of proceeds thereof, the assumption and incurrence of any Indebtedness and any related transactions, the Total Net First Lien Leverage Ratio of the Borrower on a Pro Forma Basis would be equal to or less than 4.00 to 1.00 or (B) if otherwise, then the aggregate gross proceeds (including noncash proceeds) of any or all assets sold, transferred, leased, Delaware LLC Division or otherwise disposed of in reliance upon this clause (g)(i)(B) shall not exceed, in any fiscal year of the Borrower, the greater of (x) $200 million and (y) 6.5% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such incurrence for which financial statements have been delivered pursuant to Section 5.04; (ii) no Default or Event of Default exists or would result therefrom and (iii) the Net Proceeds thereof are applied in accordance with Section 2.11(b);

(h) Permitted Business Acquisitions (including any merger, consolidation or Delaware LLC Division in order to effect a Permitted Business Acquisition); provided, that following any such merger, consolidation or Delaware LLC Division (i) involving the Borrower, the Borrower is the surviving corporation, (ii) involving a Domestic Subsidiary, the surviving or resulting entity shall be a Subsidiary Loan Party that is a Wholly Owned Subsidiary and (iii) involving a Foreign Subsidiary, the surviving or resulting entity shall be a Wholly Owned Subsidiary;

(i) leases, licenses (on a non-exclusive basis with respect to intellectual property), or subleases or sublicenses (on a non-exclusive basis with respect to intellectual property) of any real or personal property in the ordinary course of business;

(j) sales, leases or other dispositions of inventory of the Borrower and its Subsidiaries determined by the management of the Borrower to be no longer useful or necessary in the operation of the business of the Borrower or any of the Subsidiaries;

(k) acquisitions and purchases made with the proceeds of any Asset Sale pursuant to the first proviso of paragraph (a) of the definition of "Net Proceeds";

(l) the purchase and sale or other transfer (including by capital contribution) of Receivables Assets pursuant to Permitted Receivables Financings; provided that the Net Proceeds thereof are applied in accordance with Section 2.11(b);

(m) any exchange of assets for services and/or other assets of comparable or greater value; provided, that (i) at least 90% of the consideration received by the transferor consists of assets that will be used in a business or business activity permitted hereunder, (ii) in the event of a swap with a fair market value in excess of $10.0 million, the Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower with respect to such fair market value and (iii) in the event of a swap with a fair market value in excess of $20.0 million, such exchange shall have been approved by at least a majority of the Board of Directors of Holdings or the Borrower; provided, that the Net Proceeds, if any, thereof are applied in accordance with Section 2.11(b); provided, further, that (A) (i) after giving effect to such exchange, the application of proceeds thereof, the assumption and incurrence of any Indebtedness and any related transactions, the Total Net First Lien Leverage Ratio of the Borrower on a Pro Forma Basis would be equal to or less than 4.00 to 1.00 or (ii) if otherwise, the aggregate gross consideration

(including exchange assets, other noncash consideration and cash proceeds) of any or all assets exchanged in reliance upon this clause (m) shall not exceed, in any fiscal year of the Borrower, the greater of $200 million and 6.5% of Consolidated Total Assets as of the end of the fiscal quarter immediately prior to the date of such incurrence for which financial statements have been delivered pursuant to Section 5.04; (B) no Default or Event of Default exists or would result therefrom;

(n) the sale of assets described on Schedule 6.05;

(o) the Acquisition; and

(p) the purchase and sale or other transfer of Receivables Assets in connection with a Permitted Supplier Finance Facility.

Notwithstanding anything to the contrary contained in Section 6.05 above, (i) no sale, transfer or other disposition of assets shall be permitted by this Section 6.05 (other than sales, transfers, leases, licenses or other dispositions to Loan Parties pursuant to paragraph (c) of this Section 6.05) unless such disposition is for fair market value and (ii) no sale, transfer or other disposition of assets in excess of $15.0 million shall be permitted by paragraph (g) of this Section 6.05 unless such disposition is for at least 75% cash consideration; provided, that for purposes of clause (ii), (a) the amount of any liabilities (as shown on the Borrower's or any Subsidiary's most recent balance sheet or in the notes thereto) of the Borrower or any Subsidiary of the Borrower (other than liabilities that are by their terms subordinated to the Obligations) that are assumed by the transferee of any such assets, (b) any notes or other obligations or other securities or assets received by the Borrower or such Subsidiary of the Borrower from such transferee that are converted by the Borrower or such Subsidiary of the Borrower into cash within 180 days of the receipt thereof (to the extent of the cash received) and (c) any Designated Non-Cash Consideration received by the Borrower or any of its Subsidiaries in such Asset Sale having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (c) that is at that time outstanding, not to exceed the greater of 3.0% of Consolidated Total Assets and $100 million at the time of the receipt of such Designated Non-Cash Consideration (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value) shall be deemed to be cash. To the extent any Collateral is disposed of in a transaction expressly permitted by this Section 6.05 to any Person other than Holdings, the Borrower or any Subsidiary, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, and the Administrative Agent shall take, and shall be authorized by each Lender to take, any actions reasonably requested by the Borrower in order to evidence the foregoing.

SECTION 6.06. Dividends and Distributions. Declare or pay any dividend or make any other distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, with respect to any of its Equity Interests (other than dividends and distributions on Equity Interests payable solely by the issuance of additional Equity Interests (other than Disqualified Stock) of the person paying such dividends or distributions) or directly or indirectly redeem, purchase, retire or otherwise acquire for value (or permit any Subsidiary to purchase or acquire) any of its Equity Interests or set aside any amount for any such purpose (other than through the issuance of additional Equity Interests (other than Disqualified Stock) of the person redeeming, purchasing, retiring or acquiring such shares); provided, however, that:

(a) any Subsidiary of the Borrower may declare and pay dividends to, repurchase its Equity Interests from or make other distributions to the Borrower or to any Wholly Owned

Subsidiary of the Borrower (or, in the case of non-Wholly Owned Subsidiaries, to the Borrower or any Subsidiary that is a direct or indirect shareholder of such Subsidiary and to each other owner of Equity Interests of such Subsidiary on a *pro rata* basis (or more favorable basis from the perspective of the Borrower or such Subsidiary) based on their relative ownership interests so long as any repurchase of its Equity Interests from a person that is not the Borrower or a Subsidiary is permitted under Section 6.04);

(b) the Borrower may declare and pay dividends or make other distributions to Holdings in respect of (i) overhead, legal, accounting and other professional fees and expenses of Holdings or any Parent Entity, (ii) fees and expenses related to any public offering or private placement of debt or equity securities of Holdings or any Parent Entity whether or not consummated, (iii) franchise taxes and other fees, taxes and expenses in connection with the maintenance of its existence and its (or any Parent Entity's indirect) ownership of the Borrower, (iv) payments permitted by Section 6.07(b), (v) the tax liability to each relevant jurisdiction in respect of consolidated, combined, unitary or affiliated returns for the relevant jurisdiction of Holdings (or any Parent Entity) attributable to Holdings, the Borrower or its Subsidiaries and (vi) customary salary, bonus and other benefits payable to, and indemnities provided on behalf of, officers and employees of Holdings or any Parent Entity, in each case in order to permit Holdings or any Parent Entity to make such payments; provided, that in the case of clauses (i), (ii) and (iii), the amount of such dividends and distributions shall not exceed the portion of any amounts referred to in such clauses (i), (ii) and (iii) that are allocable to the Borrower and its Subsidiaries (which shall be 100% for so long as Holdings or such Parent Entity, as the case may be, owns no assets other than the Equity Interests in the Borrower, Holdings or another Parent Entity);

(c) the Borrower may declare and pay dividends or make other distributions to Holdings the proceeds of which are used to purchase or redeem the Equity Interests of Holdings or any Parent Entity (including related stock appreciation rights or similar securities) held by then present or former directors, consultants, officers or employees of Holdings, the Borrower or any of the Subsidiaries or by any Plan or shareholders' agreement then in effect upon such person's death, disability, retirement or termination of employment or under the terms of any such Plan or any other agreement under which such shares of stock or related rights were issued; provided, that the aggregate amount of such purchases or redemptions under this paragraph (c) shall not exceed in any fiscal year $20 million (plus the amount of net proceeds contributed to the Borrower that were (x) received by Holdings or any Parent Entity during such calendar year from sales of Equity Interests of Holdings or any Parent Entity of Holdings to directors, consultants, officers or employees of Holdings, any Parent Entity, the Borrower or any Subsidiary in connection with permitted employee compensation and incentive arrangements and (y) of any key-man life insurance policies received during such calendar year), which, if not used in any year, may be carried forward to any subsequent calendar year;

(d) noncash repurchases of Equity Interests deemed to occur upon exercise of stock options if such Equity Interests represent a portion of the exercise price of such options;

(e) the Borrower may pay dividends to Holdings in an aggregate amount equal to the portion, if any, of the Cumulative Credit on such date that the Borrower elects to apply to this Section 6.06(e), such election to be specified in a written notice of a Responsible Officer of the Borrower calculating in reasonable detail the amount of Cumulative Credit immediately prior to such election and the amount thereof elected to be so applied; provided, that no Default or Event

of Default has occurred and is continuing or would result therefrom and, after giving effect thereto, that the Borrower and its Subsidiaries shall be in Pro Forma Compliance;

(f) the Borrower may pay dividends on the Closing Date to consummate the Transactions;

(g) the Borrower may pay dividends or distributions to allow Holdings or any Parent Entity to make payments in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Equity Interests of any such person;

(h) the Borrower may pay dividends and make distributions to, or repurchase or redeem shares from, its equity holders in an amount equal to 6.0% per annum of the net proceeds received by the Borrower from any public offering of Equity Interests of the Borrower or any direct or indirect parent of the Borrower; and

(i) the Borrower may make distributions to Holdings or any Parent Entity to finance any Investment permitted to be made pursuant to Section 6.04; provided, that (A) such distribution shall be made substantially concurrently with the closing of such Investment and (B) such parent shall, immediately following the closing thereof, cause (1) all property acquired (whether assets or Equity Interests) to be contributed to the Borrower or a Subsidiary or (2) the merger (to the extent permitted in Section 6.05) of the Person formed or acquired into the Borrower or a Subsidiary in order to consummate such Permitted Business Acquisition or Investment.

SECTION 6.07. Transactions with Affiliates.

(a) Sell or transfer any property or assets to, or purchase or acquire any property or assets from, or otherwise engage in any other transaction with, any of its Affiliates or any known direct or indirect holder of 10% or more of any class of capital stock of Holdings or the Borrower in a transaction involving aggregate consideration in excess of $5.0 million, unless such transaction is (i) otherwise permitted (or required) under this Agreement or (ii) upon terms no less favorable to the Borrower or such Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate.

(b) The foregoing paragraph (a) shall not prohibit, to the extent otherwise permitted under this Agreement,

(i) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, equity purchase agreements, stock options and stock ownership plans approved by the Board of Directors of Holdings or of the Borrower,

(ii) loans or advances to employees or consultants of Holdings (or any Parent Entity), the Borrower or any of the Subsidiaries in accordance with Section 6.04(e),

(iii) transactions among the Borrower or any Subsidiary or any entity that becomes a Subsidiary as a result of such transaction (including via merger, consolidation or Delaware LLC Division in which a Subsidiary is the surviving entity) not prohibited by this Agreement,

(iv) the payment of fees, reasonable out-of-pocket costs and indemnities to directors, officers, consultants and employees of Holdings, any Parent Entity, the Borrower and the Subsidiaries in the ordinary course of business (limited, in the case of any Parent Entity, to the portion of such fees and expenses that are allocable to the Borrower and its Subsidiaries (which shall be 100% for so long as Holdings or such Parent Entity, as the case may be, owns no assets other than the Equity Interests in the Borrower, Holdings or another Parent Entity and assets incidental to the ownership of the Borrower and its Subsidiaries)),

(v) transactions pursuant to the Transaction Documents and permitted agreements in existence on the Effective Date and set forth on Schedule 6.07 or any amendment thereto to the extent such amendment is not adverse to the Lenders in any material respect and other transactions, agreements and arrangements described on Schedule 6.07 and any amendment thereto to the extent such amendment is not adverse to the Lenders in any material respect or similar transactions, agreements or arrangements entered into by the Borrower or any of its Subsidiaries.

(vi) (A) any employment agreements entered into by the Borrower or any of the Subsidiaries in the ordinary course of business, (B) any subscription agreement or similar agreement pertaining to the repurchase of Equity Interests pursuant to put/call rights or similar rights with employees, officers or directors, and (C) any employee compensation, benefit plan or arrangement, any health, disability or similar insurance plan which covers employees, and any reasonable employment contract and transactions pursuant thereto,

(vii) dividends, redemptions and repurchases permitted under Section 6.06, including payments to Holdings (and any Parent Entity),

(viii) any purchase by Holdings of the equity capital of the Borrower; provided, that any Equity Interests of the Borrower purchased by Holdings shall be pledged to the Administrative Agent on behalf of the Lenders pursuant to the Collateral Agreement,

(ix) payments by the Borrower or any of the Subsidiaries to any Person made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including in connection with acquisitions or divestitures, which payments are approved by the majority of the Board of Directors of the Borrower, or a majority of disinterested members of the Board of Directors of the Borrower, in good faith,

(x) transactions with Wholly Owned Subsidiaries for the purchase or sale of goods, products, parts and services entered into in the ordinary course of business in a manner consistent with past practice,

(xi) any transaction in respect of which the Borrower delivers to the Administrative Agent (for delivery to the Lenders) a letter addressed to the Board of Directors of the Borrower from an accounting, appraisal or investment banking firm, in each case of nationally recognized standing that is (A) in the good faith determination of the Borrower qualified to render such letter and (B) reasonably satisfactory to the Administrative Agent, which letter states that such transaction is on terms that are no less favorable to the Borrower or such Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate,

(xii) the payment of all fees, expenses, bonuses and awards related to the Transactions contemplated by the Fee Letters,

(xiii) transactions with joint ventures for the purchase or sale of goods, equipment and services entered into in the ordinary course of business and in a manner consistent with past practice,

(xiv) [reserved],

(xv) the issuance, sale, transfer of Equity Interests of Borrower to Holdings and capital contributions by Holdings to Borrower,

(xvi) the Acquisition and all transactions in connection therewith,

(xvii) without duplication of any amounts otherwise paid with respect to taxes, payments by Holdings (and any Parent Entity), the Borrower and the Subsidiaries pursuant to tax sharing agreements among Holdings (and any such Parent Entity), the Borrower and the Subsidiaries on customary terms that require each party to make payments when such taxes are due or refunds received of amounts equal to the income tax liabilities and refunds generated by each such party calculated on a separate return basis and payments to the party generating tax benefits and credits of amounts equal to the value of such tax benefits and credits made available to the group by such party,

(xviii) transactions pursuant to any Permitted Receivables Financing, or

(xix) the Transaction Equity Investment.

SECTION 6.08. Business of the Borrower and the Subsidiaries. Notwithstanding any other provisions hereof, engage at any time in any business or business activity other than any business or business activity conducted by any of them on the Effective Date and any business or business activities incidental or related thereto, or any business or activity that is reasonably similar or complementary thereto or a reasonable extension, development or expansion thereof or ancillary thereto, and in the case of a Special Purpose Receivables Subsidiary, Permitted Receivables Financing.

SECTION 6.09. Limitation on Modifications of Indebtedness; Modifications of Certificate of Incorporation, By-Laws and Certain Other Agreements; etc.

(a) Amend or modify in any manner materially adverse to the Lenders, or grant any waiver or release under or terminate in any manner (if such granting or termination shall be materially adverse to the Lenders), the articles or certificate of incorporation, by-laws, limited liability company operating agreement, partnership agreement or other organizational documents of the Borrower or any of the Subsidiaries.

(b) (i) Make, or agree or offer to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on the loans under any Indebtedness subordinated in right of payment or any Permitted Refinancing Indebtedness in respect thereof or any preferred Equity Interests or any Disqualified Stock ("Junior Financing"), or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition,

cancellation or termination in respect of any Junior Financing except for (A) refinancings permitted by Section 6.01(l) or (r), (B) payments of regularly scheduled interest, and, to the extent this Agreement is then in effect, principal on the scheduled maturity date of any Junior Financing, (C) payments or distributions in respect of all or any portion of the Junior Financing with the proceeds contributed to the Borrower by Holdings from the issuance, sale or exchange by Holdings (or any Parent Entity) of Equity Interests made within eighteen months prior thereto, (D) the conversion of any Junior Financing to Equity Interests of Holdings or any Parent Entity; and (E) so long as no Default or Event of Default has occurred and is continuing or would result therefrom and after giving effect to such payment or distribution the Borrower would be in Pro Forma Compliance, payments or distributions in respect of Junior Financings prior to their scheduled maturity made, in an aggregate amount, not to exceed the sum of (x) $60 million and (y) the Cumulative Credit; or

(ii) Amend or modify, or permit the amendment or modification of, any provision of Junior Financing, any Permitted Receivables Document, or any agreement, document or instrument evidencing or relating thereto, other than amendments or modifications that (A) are not in any manner materially adverse to Lenders and that do not affect the subordination or payment provisions thereof (if any) in a manner adverse to the Lenders and (B) otherwise comply with the definition of "Permitted Refinancing Indebtedness."

(c) Permit any Material Subsidiary to enter into any agreement or instrument that by its terms restricts (i) the payment of dividends or distributions or the making of cash advances to the Borrower or any Subsidiary that is a direct or indirect parent of such Subsidiary or (ii) the granting of Liens by the Borrower or such Material Subsidiary pursuant to the Security Documents, in each case other than those arising under any Loan Document, except, in each case, restrictions existing by reason of:

(A) restrictions imposed by applicable law;

(B) contractual encumbrances or restrictions in effect on the Effective Date under Indebtedness existing on the Effective Date and set forth on Schedule 6.01, the Existing Second Lien Notes, the Term Loan Credit Agreement, the Second Lien Bridge Credit Agreement or any agreements related to any Permitted Refinancing Indebtedness in respect of any such Indebtedness that does not expand the scope of any such encumbrance or restriction;

(C) any restriction on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition;

(D) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business;

(E) any restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent that such restrictions apply only to the property or assets securing such Indebtedness;

(F) any restrictions imposed by any agreement relating to Indebtedness incurred pursuant to Section 6.01(r), to the extent such restrictions are not more restrictive, taken as a whole, than the restrictions contained in the Existing Second Lien Note Documents;

(G) customary provisions contained in leases or licenses of intellectual property and other similar agreements entered into in the ordinary course of business;

(H) customary provisions restricting subletting or assignment of any lease governing a leasehold interest;

(I) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(J) customary restrictions and conditions contained in any agreement relating to the sale, transfer, lease or other disposition of any asset permitted under Section 6.05 pending the consummation of such sale, transfer, lease or other disposition;

(K) customary restrictions and conditions contained in the document relating to any Lien, so long as (1) such Lien is a Permitted Lien and such restrictions or conditions relate only to the specific asset subject to such Lien, and (2) such restrictions and conditions are not created for the purpose of avoiding the restrictions imposed by this Section 6.09;

(L) customary net worth provisions contained in Real Property leases entered into by Subsidiaries of the Borrower, so long as the Borrower has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Borrower and its Subsidiaries to meet their ongoing obligations;

(M) any agreement in effect at the time such subsidiary becomes a Subsidiary, so long as such agreement was not entered into in contemplation of such person becoming a Subsidiary other than Subsidiaries of such new Subsidiary;

(N) restrictions in agreements representing Indebtedness permitted under Section 6.01 of a Subsidiary of the Borrower that is not a Subsidiary Loan Party;

(O) customary restrictions on leases, subleases, licenses or Equity Interests or asset sale agreements otherwise permitted hereby as long as such restrictions relate to the Equity Interests and assets subject thereto;

(P) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(Q) restrictions contained in any Permitted Receivables Document with respect to any Special Purpose Receivables Subsidiary; or

(R) any encumbrances or restrictions of the type referred to in Sections 6.09(c)(i) and 6.09(c)(ii) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (A) through (Q) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower, no more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

SECTION 6.10. Fiscal Year; Accounting. Permit its fiscal year to end on any date other than the Saturday nearest September 30 in respect of any other year, without prior notice to the Administrative Agent given concurrently with any required notice to the SEC.

SECTION 6.11. Qualified CFC Holding Companies. Permit any Qualified CFC Holding Company to (a) create, incur or assume any Indebtedness or other liability, or create, incur, assume or suffer to exist any Lien on, or sell, transfer or otherwise dispose of, other than in a transaction permitted under Section 6.05, any of the Equity Interests of a Foreign Subsidiary held by such Qualified CFC Holding Company, or any other assets, or (b) engage in any business or activity or acquire or hold any assets other than the Equity Interests of one or more Foreign Subsidiaries of the Borrower and/or one or more other Qualified CFC Holding Companies and the receipt and distribution of dividends and distributions in respect thereof.

SECTION 6.12. Rating. Exercise commercially reasonable efforts to maintain corporate ratings from each of Moody's and S&P for the Loans; provided, that the Term Facility need not be so rated prior to the consummation of the Acquisition.

ARTICLE VI A

Holdings Covenants

(a) Holdings covenants and agrees with each Lender that, so long as this Agreement shall remain in effect (other than in respect of contingent indemnification obligations for which no claim has been made) and until the Commitments have been terminated and the Obligations (including principal of and interest on each Loan, all fees and all other expenses or amounts payable under any Loan Document) have been paid in full, unless the Required Lenders shall otherwise consent in writing, (a) Holdings will not create, incur, assume or permit to exist any Lien (other than Liens of a type described in Section 6.02(d), (e) or (k)) on any of the Equity Interests issued by the Borrower other than the Liens created under the Loan Documents, (b) Holdings shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence; provided, that so long as no Default or Event of Default exists or would result therefrom, Holdings may merge with any other person, and (c) Holdings shall at all times own directly 100% of the Equity Interests of the Borrower and shall not sell, transfer or otherwise dispose of the Equity Interests in the Borrower.

ARTICLE VII

Events of Default

SECTION 7.01. Events of Default. In case of the happening of any of the following events (each, an "Event of Default"):

(a) any representation or warranty made or deemed made by Holdings, the Borrower or any other Loan Party herein or in any other Loan Document or any certificate or document delivered pursuant hereto or thereto shall prove to have been false or misleading in any material respect when so made or deemed made;

(b) default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

(c) default shall be made in the payment of any interest on any Loan or in the payment of any fee or any other amount (other than an amount referred to in (b) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of five Business Days;

(d) default shall be made in the due observance or performance by Holdings, the Borrower or any of the Subsidiaries of any covenant, condition or agreement contained in Section 5.01(a), 5.05(a) or 5.08, 5.11 or in Article VI or VI A;

(e) default shall be made in the due observance or performance by Holdings, the Borrower or any of the Subsidiaries of any covenant, condition or agreement contained in any Loan Document (other than those specified in paragraphs (b), (c) and (d) above) and such default shall continue unremedied for a period of 30 days (or 60 days if such default results solely from a Foreign Subsidiary's failure to duly observe or perform any such covenant, condition or agreement) after notice thereof from the Administrative Agent to the Borrower;

(f) (i) any event or condition occurs that (A) results in any Material Indebtedness becoming due prior to its scheduled maturity or (B) enables or permits (with all applicable grace periods having expired) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity or (ii) Holdings, the Borrower or any of the Subsidiaries shall fail to pay the principal of any Material Indebtedness at the stated final maturity thereof; provided, that this clause (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness;

(g) there shall have occurred a Change in Control;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of Holdings, the Borrower or any of the Subsidiaries, or of a substantial part of the property or assets of Holdings, the Borrower or any Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, examiner, conservator or similar official for Holdings, the Borrower or any of the Subsidiaries or for a substantial part of the property or assets of Holdings, the Borrower or any of the Subsidiaries or (iii) the winding-up or liquidation of Holdings, the Borrower or any Subsidiary (except, in the case of any Subsidiary, in a transaction permitted by Section 6.05); and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) Holdings, the Borrower or any Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in paragraph (h) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Holdings, the Borrower or any of the Subsidiaries or for a

substantial part of the property or assets of Holdings, the Borrower or any Subsidiary, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) become unable or admit in writing its inability or fail generally to pay its debts as they become due;

(j) the failure by Holdings, the Borrower or any Subsidiary to pay one or more final judgments aggregating in excess of $35 million (to the extent not covered by insurance), which judgments are not discharged or effectively waived or stayed for a period of 45 consecutive days;

(k) (i) a trustee shall be appointed by a United States district court to administer any Plan, (ii) an ERISA Event or ERISA Events shall have occurred with respect to any Plan or Multiemployer Plan, (iii) the PBGC shall institute proceedings (including giving notice of intent thereof) to terminate any Plan or Plans, (iv) Holdings, the Borrower or any Subsidiary or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA, or (v) Holdings, the Borrower or any Subsidiary shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the IRS Code) involving any Plan; and in each case in clauses (i) through (v) above, such event or condition, together with all other such events or conditions, if any, would reasonably be expected to have a Material Adverse Effect;

(l) (i) any Loan Document shall for any reason be asserted in writing by Holdings, the Borrower or any Subsidiary not to be a legal, valid and binding obligation of any party thereto, (ii) any security interest purported to be created by any Security Document and to extend to assets that are not immaterial to Holdings, the Borrower and the Subsidiaries on a consolidated basis shall cease to be, or shall be asserted in writing by the Borrower or any other Loan Party not to be, a valid and perfected security interest (perfected as or having the priority required by this Agreement or the relevant Security Document and subject to such limitations and restrictions as are set forth herein and therein) in the securities, assets or properties covered thereby, except to the extent that any such loss of perfection or priority results from the limitations of foreign laws, rules and regulations as they apply to pledges of Equity Interests in Foreign Subsidiaries or the application thereof, or from the failure of the Administrative Agent to maintain possession of certificates actually delivered to it representing securities pledged under the Collateral Agreement or to file Uniform Commercial Code continuation statements or take the actions described on Schedule 3.04 and except to the extent that such loss is covered by a Lender's title insurance policy and the Administrative Agent shall be reasonably satisfied with the credit of such insurer, or (iii) the Guarantees pursuant to the Security Documents by Holdings, the Borrower or the Subsidiary Loan Parties of any of the Obligations shall cease to be in full force and effect (other than in accordance with the terms thereof), or shall be asserted in writing by Holdings or the Borrower or any Subsidiary Loan Party not to be in effect or not to be legal, valid and binding obligations;

(m) (i) the Obligations shall fail to constitute "Senior Debt" (or the equivalent thereof) and "Designated Senior Debt" (or the equivalent thereof) under the documentation governing any Indebtedness incurred pursuant to Section 6.01(r) constituting subordinated Indebtedness, or (ii) the subordination provisions thereunder shall be invalidated or otherwise cease, or shall be asserted in writing by Holdings, the Borrower or any Subsidiary Loan Party to be invalid or to cease to be legal, valid and binding obligations of the parties thereto, enforceable in accordance with their terms; or

(n) there shall occur and be continuing an "Event of Default" under and as defined in the Revolving Credit Agreement;

then, and in every such event (other than an event with respect to the Borrower described in paragraph (h) or (i) above), and at any time thereafter during the continuance of such event, but in each case subject to Section 4.03, the Administrative Agent, at the request of the Required Lenders, shall, by notice to the Borrower, take any or all of the following actions, at the same or different times: (i) terminate forthwith the Commitments, and (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding; and in any event with respect to the Borrower described in paragraph (h) or (i) above, the Commitments shall automatically terminate, and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall automatically become due, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding.

SECTION 7.02. Exclusion of Immaterial Subsidiaries. Solely for the purposes of determining whether an Event of Default has occurred under clause (h), (i) or (l) of Section 7.01, any reference in any such clause to any Subsidiary shall be deemed not to include any Immaterial Subsidiary affected by any event or circumstance referred to in any such clause.

ARTICLE VIII

The Agents

SECTION 8.01. Appointment.

(a) Each Lender (in such capacity and on behalf of itself and its Affiliates as potential counterparties to Swap Agreements) hereby irrevocably designates and appoints the (A) Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, including as a Collateral Agent for such Lender and the other Secured Parties (including the Revolving Facility Secured Parties) under the Security Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto and (B) the Revolving Facility Collateral Agent as collateral agent for such lender for purposes of the Security Documents. In addition, to the extent required under the laws of any jurisdiction other than the United States, each of the Lenders hereby grants to the Administrative Agent any required powers of attorney to execute any Security Document governed by the laws of such jurisdiction on such Lender's behalf. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

(b) In furtherance of the foregoing, each Lender (in such capacity and on behalf of itself and its Affiliates as potential counterparties to Swap Agreements) hereby appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto and to enter into and take such action on its behalf under the provisions of the Second Priority Intercreditor Agreement, the Senior Fixed Collateral Intercreditor Agreement and the Senior Lender Intercreditor Agreement and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of the Second Priority Intercreditor Agreement, the Senior Fixed Collateral Intercreditor Agreement and the Senior Lender Intercreditor Agreement, together with such other powers as are reasonably incidental thereto. In this connection, the Collateral Agent (and any Subagents appointed by the Collateral Agent pursuant to Section 8.02 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights or remedies thereunder at the direction of the Collateral Agent) shall be entitled to the benefits of this Article VIII (including, without limitation, Section 8.07) as though the Collateral Agent (and any such Subagents) were an "Agent" under the Loan Documents, as if set forth in full herein with respect thereto.

(c) Each Lender (in such capacity and on behalf of itself and its Affiliates as potential counterparties to Swap Agreements) irrevocably authorizes each of the Administrative Agent and the Collateral Agent, at its option and in its discretion, (i) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (A) upon termination of the Commitments and payment in full of all Obligations (other than contingent indemnification obligations), (B) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document, or (C) if approved, authorized or ratified in writing in accordance with Section 9.08 hereof, (ii) to release any Subsidiary Loan Party from its obligations under the Loan Documents if such person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and (iii) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(i) and (j). Upon request by the Administrative Agent or the Collateral Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's and the Collateral Agent's authority to release its interest in particular types or items of property, or to release any Subsidiary Loan Party from its obligations under the Loan Documents.

(d) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, (i) the Administrative Agent (irrespective of whether the principal of any Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise (A) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of any or all of the Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent and any Subagents allowed in such judicial proceeding, and (B) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same, and (ii) any custodian, receiver, assignee, trustee, liquidator, examiner, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under the Loan Documents.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

SECTION 8.02. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care. The Administrative Agent may also from time to time, when the Administrative Agent deems it to be necessary or desirable, appoint one or more trustees, co-trustees, collateral co-agents, collateral subagents or attorneys-in-fact (each, a "Subagent") with respect to all or any part of the Collateral; provided, that no such Subagent shall be authorized to take any action with respect to any Collateral unless and except to the extent expressly authorized in writing by the Administrative Agent. Should any instrument in writing from the Borrower or any other Loan Party be required by any Subagent so appointed by the Administrative Agent to more fully or certainly vest in and confirm to such Subagent such rights, powers, privileges and duties, the Borrower shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by the Administrative Agent. If any Subagent, or successor thereto, shall die, become incapable of acting, resign or be removed, all rights, powers, privileges and duties of such Subagent, to the extent permitted by law, shall automatically vest in and be exercised by the Administrative Agent until the appointment of a new Subagent. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent, attorney-in-fact or Subagent that it selects in accordance with the foregoing provisions of this Section 8.02 in the absence of the Administrative Agent's gross negligence or willful misconduct.

SECTION 8.03. Exculpatory Provisions. Neither any Agent or its Affiliates nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such person's own gross negligence or willful misconduct) or (b) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing, and (b) the Administrative Agent shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the person serving as the Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until written notice describing such Default or Event of Default is given to the Administrative Agent by the Borrower or a Lender. The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

SECTION 8.04. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) or conversation believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan hereunder, that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (including counsel to Holdings or the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all or other Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all or other Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

SECTION 8.05. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received written notice from a Lender, Holdings or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give prompt notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all or other Lenders); provided, that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

SECTION 8.06. Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

SECTION 8.07. Indemnification. The Lenders agree to indemnify each Agent in its capacity as such (to the extent not reimbursed by Holdings or the Borrower and without limiting the obligation of Holdings or the Borrower to do so), in the amount of its *pro rata* share (based on its outstanding Loans), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents (including, without limitation, the Second Priority Intercreditor Agreement, the Senior Fixed Collateral Intercreditor Agreement and the Senior Lender Intercreditor Agreement) or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The failure of any Lender to reimburse any Agent, promptly upon demand for its ratable share of any amount required to be paid by the Lenders to such Agent as provided herein shall not relieve any other Lender of its obligation hereunder to reimburse such Agent for its ratable share of such amount, but no Lender shall be responsible for the failure of any other Lender to reimburse such Agent for such other Lender's ratable share of such amount. The agreements in this Section shall survive the payment of the Loans and all other amounts payable hereunder.

SECTION 8.08. Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from, and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

SECTION 8.09. Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent upon 10 days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is 10 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective, and the retiring Administrative Agent shall, on behalf of the Lenders, appoint a successor agent which shall (unless an Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed). After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 8.09 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

SECTION 8.10. Agents and Arrangers. None of the Joint Lead Arrangers shall have any duties or responsibilities hereunder in its capacity as such.

SECTION 8.11. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional

Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding paragraph is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding paragraph, such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).To the extent the Administrative Agent (or any sub-agent thereof) or any Related Party of any of the foregoing is not reimbursed and indemnified by the Borrower, the Lenders severally agree to reimburse and indemnify the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, in proportion to their respective "pro rata shares" (determined as set forth below) for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent (or such sub-agent) or such Related Party in performing its duties hereunder or under any other Loan Document or in any way relating to or arising out of this Agreement or any other Loan Document; provided, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's or such Related Party's, as applicable, gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). For purposes of this paragraph, a Lender's "pro rata share" shall be determined based upon its share of the sum of, without duplication, outstanding Loans, in each case, at the time (or most recently outstanding and in effect).

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices; Communications.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 9.01(b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications

expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to any Loan Party or to the Administrative Agent, to the address, telecopier number, electronic mail address or telephone number specified for such person on Schedule 9.01; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender pursuant to Article II 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.

(c) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in Section 9.01(b) above shall be effective as provided in such Section 9.01(b).

(d) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

(e) Documents required to be delivered pursuant to Section 5.04 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically (including as set forth in Section 9.17) and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 9.01, or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided, that (A) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender, and (B) the Borrower shall notify the Administrative Agent and each Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, in every instance the Borrower shall be required to provide paper copies of the certificates required by Section 5.04(c) to the Administrative Agent. Except for such certificates required by Section 5.04(c), the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

SECTION 9.02. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties herein, in the other Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the making by the Lenders of the Loans and the execution and delivery of the Loan Documents, regardless of any investigation made by such persons or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement or any other Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not been terminated. Without prejudice to the survival of any other agreements contained herein, indemnification and reimbursement obligations contained herein (including pursuant to Sections 2.15, 2.17 and 9.05) shall survive the payment in full of the principal and interest hereunder, and the termination of the Commitments or this Agreement.

SECTION 9.03. Binding Effect. This Agreement shall become effective when it shall have been executed by Holdings, the Borrower and the Administrative Agent and when the Administrative Agent shall have been notified by each Lender (or otherwise received evidence satisfactory to the Administrative Agent) that such Lender has executed it and thereafter shall be binding upon and inure to the benefit of Holdings, the Borrower, the Administrative Agent and each Lender and their respective permitted successors and assigns.

SECTION 9.04. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 9.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section 9.04), and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement or the other Loan Documents.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower; provided, that no consent of the Borrower shall be required for an assignment to a Lender, an affiliate of a Lender, an Approved Fund (as defined below) or, if an Event of Default under Sections 7.01(b), (c), (h) or (i) has occurred and is continuing, any other person; and

(B) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than, with respect to the Bridge Euro Term Loans, €1.0 million and, with respect to the Bridge Sterling Term Loans, £1.0 million, unless each of the Borrower and the Administrative Agent otherwise consent; provided, that (1) no such consent of the Borrower shall be required if an Event of Default under Sections 7.01(b), (c), (h) or (i) has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds (with simultaneous assignments to or by two or more Related Funds shall be treated as one assignment), if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of $3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent);

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and all applicable tax forms; and

(D) the Assignee shall not be the Borrower or any of the Borrower's Affiliates or Subsidiaries.

Notwithstanding anything herein (including in clause (A) above) or in any other Loan Document to the contrary, no Lender shall affect any assignment with respect to the Bridge Term Facilities during the Certain Funds Period (other than an assignment to Goldman Sachs International Bank, Goldman Sachs Lending Partners, Wells Fargo Securities International Limited, Wells Fargo Securities, LLC or to those banks, financial institutions or other institutional lenders that have been agreed by the Borrower and the Joint Lead Arrangers prior to the Effective Date) without the Borrower's prior written consent in the Borrower's sole discretion.

For the purposes of this Section 9.04, "Approved Fund" means any person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender. Notwithstanding the foregoing, no Lender shall be permitted to assign or transfer any portion of its rights and obligations under this Agreement to an Ineligible Institution without the prior written consent of the Borrower.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) below, from and after the effective date specified in each Assignment and Acceptance the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.05). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply

with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 9.04.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders may treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an Assignee, the Assignee's completed Administrative Questionnaire (unless the Assignee shall already be a Lender hereunder), all applicable tax forms, the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall promptly accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment, whether or not evidenced by a promissory note, shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph (b)(v).

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided, that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement and the other Loan Documents; provided, that (x) such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to Section 9.04(a)(i) or clauses (i), (ii), (iii), (iv), (v) or (vi) of the first proviso to Section 9.08(b) and (2) directly affects such Participant and (y) no other agreement with respect to amendment, modification or waiver may exist between such Lender and such Participant. Subject to paragraph (c)(ii) of this Section 9.04, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 9.04. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.06 as though it were a Lender, provided such Participant shall be subject to Section 2.18(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant shall not be entitled to the benefits of Section 2.17 to the extent such Participant fails to comply with Section 2.17(e) and (f) as though it were a Lender.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 9.04 shall not apply to any such pledge or assignment of a security interest; provided, that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent. Each of Holdings, the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto and each Loan Party for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

(g) If the Borrower wishes to replace the Loans or Commitments under any Facility with ones having different terms, it shall have the option, with the consent of the Administrative Agent and subject to at least three Business Days' advance notice to the Lenders under such Facility, instead of prepaying the Loans or reducing or terminating the Commitments to be replaced, to (i) require the Lenders under such Facility to assign such Loans or Commitments to the Administrative Agent or its designees and (ii) amend the terms thereof in accordance with Section 9.08 (with such replacement, if applicable, being deemed to have been made pursuant to Section 9.08(d)). Pursuant to any such assignment, all Loans and Commitments to be replaced shall be purchased at par (allocated among the Lenders under such Facility in the same manner as would be required if such Loans were being optionally prepaid or such Commitments were being optionally reduced or terminated by the Borrower), accompanied by payment of any accrued interest and fees thereon and any other amounts owing pursuant to Section 9.05(b). By receiving such purchase price, the Lenders under such Facility shall automatically be deemed to have assigned the Loans or Commitments under such Facility pursuant to the terms of the form of Assignment and Acceptance attached hereto as Exhibit A, and accordingly no other action by such Lenders shall be required in connection therewith. The provisions of this paragraph (g) are intended to facilitate the maintenance of the perfection and priority of existing security interests in the Collateral during any such replacement.

(h) Notwithstanding the foregoing, no assignment may be made to an Ineligible Institution without the prior written consent of the Borrower.

SECTION 9.05. Expenses; Indemnity.

(a) The Borrower agrees to pay (i) all reasonable out-of-pocket expenses (including Other Taxes) incurred by the Administrative Agent in connection with the preparation of this Agreement and the other Loan Documents, or by the Administrative Agent in connection with the syndication of the Commitments or the administration of this Agreement (including expenses incurred in connection with

due diligence and initial and ongoing Collateral examination to the extent incurred with the reasonable prior approval of the Borrower and the reasonable fees, disbursements and charges for no more than one counsel in each jurisdiction where Collateral is located) or in connection with the administration of this Agreement and any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the Transactions hereby contemplated shall be consummated), including the reasonable fees, charges and disbursements of Cahill Gordon & Reindel LLP, counsel for the Administrative Agent and the Joint Lead Arrangers and Allen & Overy LLP, special U.K. counsel for the Administrative Agent and the Joint Lead Arrangers, and, if necessary, the reasonable fees, charges and disbursements of one local counsel per jurisdiction, and (ii) all out-of-pocket expenses (including Other Taxes) incurred by the Administrative Agent or any Lender in connection with the enforcement or protection of their rights in connection with this Agreement and the other Loan Documents, in connection with the Loans made hereunder, including the fees, charges and disbursements of counsel for the Administrative Agent (including any special and local counsel).

(b) The Borrower agrees to indemnify the Administrative Agent, the Agents, the Joint Lead Arrangers, each Lender, each of their respective Affiliates and each of their respective directors, trustees, officers, employees, agents, trustees and advisors (each such person being called an "Indemnitee") against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements (except the allocated costs of in-house counsel), incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document (including, without limitation, the Second Priority Intercreditor Agreement, the Senior Fixed Collateral Intercreditor Agreement and the Senior Lender Intercreditor Agreement) or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto and thereto of their respective obligations thereunder or the consummation of the Transactions and the other transactions contemplated hereby, (ii) the use of the proceeds of the Loans, or (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto and regardless of whether such matter is initiated by a third party or by Holdings, the Borrower or any of their subsidiaries or Affiliates; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnitee (for purposes of this proviso only, each of the Administrative Agent, the Joint Lead Arrangers or any Lender shall be treated as several and separate Indemnitees, but each of them together with its respective Related Parties, shall be treated as a single Indemnitee). Subject to and without limiting the generality of the foregoing sentence, the Borrower agrees to indemnify each Indemnitee against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel or consultant fees, charges and disbursements (limited to not more than one counsel, plus, if necessary, one local counsel per jurisdiction) (except the allocated costs of in-house counsel), incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (A) any claim related in any way to Environmental Laws and Holdings, the Borrower or any of their Subsidiaries, or (B) any actual or alleged presence, Release or threatened Release of Hazardous Materials at, under, on or from any Real Property; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or any of its Related Parties. None of the Indemnitees (or any of their respective affiliates) shall be responsible or liable to the Funds, Holdings, the Borrower or any of their respective subsidiaries, Affiliates or stockholders or any other person or entity for any special, indirect, consequential or punitive damages, which may be alleged as a result of the Facilities or the Transactions. The provisions of this

Section 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any Lender. All amounts due under this Section 9.05 shall be payable on written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(c) Except as expressly provided in Section 9.05(a) with respect to Other Taxes, which shall not be duplicative with any amounts paid pursuant to Section 2.17, this Section 9.05 shall not apply to Taxes.

(d) To the fullest extent permitted by applicable law, Holdings and the Borrower shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) The agreements in this Section 9.05 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations and the termination of this Agreement.

SECTION 9.06. Right of Set-off. If an Event of Default shall have occurred and be continuing, subject to Section 4.03, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender to or for the credit or the account of Holdings, the Borrower or any Subsidiary against any of and all the obligations of Holdings or the Borrower now or hereafter existing under this Agreement or any other Loan Document held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or such other Loan Document and although the obligations may be unmatured. The rights of each Lender under this Section 9.06 are in addition to other rights and remedies (including other rights of set-off) that such Lender may have.

SECTION 9.07. Applicable Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN LETTERS OF CREDIT AND AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 9.08. Waivers; Amendment.

(a) No failure or delay of the Administrative Agent or any Lender in exercising any right or power hereunder or under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would

otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by Holdings, the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on Holdings, the Borrower or any other Loan Party in any case shall entitle such person to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Holdings, the Borrower and the Required Lenders, and (z) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by each party thereto and the Administrative Agent (or, in the case of any Security Documents, the Collateral Agent if so provided therein) and consented to by the Required Lenders; provided, however, that no such agreement shall:

(i) decrease or forgive the principal amount of, or extend the final maturity of, or decrease the rate of interest on, any Loan without the prior written consent of each Lender directly affected thereby,

(ii) increase or extend the Commitment of any Lender or decrease any fees of any Lender without the prior written consent of such Lender (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or of a mandatory reduction in the aggregate Commitments shall not constitute an increase of the Commitments of any Lender),

(iii) [reserved],

(iv) amend the provisions of Section 5.02 of the Collateral Agreement in a manner that would by its terms alter the *pro rata* sharing of payments required thereby, without the prior written consent of each Lender adversely affected thereby,

(v) amend or modify the provisions of this Section 9.08 or the definition of the term "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the prior written consent of each Lender adversely affected thereby (it being understood that, with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the Loans and Commitments are included on the Closing Date),

(vi) release all or substantially all the Collateral or release any of Holdings, the Borrower or all or substantially all of the Subsidiary Loan Parties from their respective Guarantees under the Collateral Agreement, unless, in the case of a Subsidiary Loan Party, all or substantially all the Equity Interests of such Subsidiary Loan Party is sold or otherwise disposed of in a transaction permitted by this Agreement, without the prior written consent of each Lender;

(vii) effect any waiver, amendment or modification that by its terms adversely affects the rights in respect of payments or collateral of Lenders participating in any Facility differently from those of Lender participating in another Facility, without the consent of the majority-in-

interest of the Lenders participating in the adversely affected Facility (it being agreed that the Required Lenders may waive, in whole or in part, any prepayment or Commitment reduction required by Section 2.11 so long as the application of any prepayment or Commitment reduction still required to be made is not changed);

provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent acting as such at the effective date of such agreement, as applicable. Each Lender shall be bound by any waiver, amendment or modification authorized by this Section 9.08 and any consent by any Lender pursuant to this Section 9.08 shall bind any assignee of such Lender.

(c) Without the consent of any Joint Lead Arranger or Lender, the Loan Parties and the Administrative Agent may (in their respective sole discretion, or shall, to the extent required by any Loan Document) enter into any amendment, modification or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties, or as required by local law to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law.

(d) Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent, Holdings and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

(e) Notwithstanding the foregoing, this Agreement and the other Loan Documents may be amended (or amended and restated) with written consent of the Administrative Agent and the Borrower in order to make modification contemplated by the terms of the Fee Letters.

SECTION 9.09. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the applicable interest rate, together with all fees and charges that are treated as interest under applicable law (collectively, the "Charges"), as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Lender, shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by such Lender in accordance with applicable law, the rate of interest payable hereunder, together with all Charges payable to such Lender, shall be limited to the Maximum Rate; provided, that such excess amount shall be paid to such Lender on subsequent payment dates to the extent not exceeding the legal limitation.

SECTION 9.10. Entire Agreement. This Agreement, the other Loan Documents and the agreements regarding certain fees referred to herein constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement among or representations from the parties or their Affiliates with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Notwithstanding the foregoing, the Fee Letters shall survive the execution and delivery of this Agreement and remain in full force and effect. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any party other than the parties hereto and thereto any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 9.11. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11.

SECTION 9.12. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 9.03. Delivery of an executed counterpart to this Agreement by facsimile transmission (or other electronic transmission pursuant to procedures approved by the Administrative Agent) shall be as effective as delivery of a manually signed original.

SECTION 9.14. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 9.15. Jurisdiction; Consent to Service of Process.

(a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof (collectively, "New York Courts"), in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be

conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any of the other Loan Documents in the courts of any jurisdiction, except that each of the Loan Parties agrees that (a) it will not bring any such action or proceeding in any court other than New York Courts (it being acknowledged and agreed by the parties hereto that any other forum would be inconvenient and inappropriate in view of the fact that more of the Lenders who would be affected by any such action or proceeding have contacts with the State of New York than any other jurisdiction), and (b) in any such action or proceeding brought against any Loan Party in any other court, it will not assert any cross-claim, counterclaim or setoff, or seek any other affirmative relief, except to the extent that the failure to assert the same will preclude such Loan Party from asserting or seeking the same in the New York Courts.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 9.16. Confidentiality. Each of the Lenders and each of the Agents agrees that it shall maintain in confidence any information relating to Holdings, the Borrower and any Subsidiary furnished to it by or on behalf of Holdings, the Borrower or any Subsidiary (other than information that (a) has become generally available to the public other than as a result of a disclosure by such party, (b) has been independently developed by such Lender or such Agent without violating this Section 9.16 or (c) was available to such Lender or such Agent from a third party having, to such person's knowledge, no obligations of confidentiality to Holdings, the Borrower or any other Loan Party) and shall not reveal the same other than to its directors, trustees, officers, employees and advisors with a need to know or to any person that approves or administers the Loans on behalf of such Lender (so long as each such person shall have been instructed to keep the same confidential in accordance with this Section 9.16), except: (A) to the extent necessary to comply with law or any legal process or the requirements of any Governmental Authority, the National Association of Insurance Commissioners or of any securities exchange on which securities of the disclosing party or any Affiliate of the disclosing party are listed or traded, (B) as part of normal reporting or review procedures to, or examinations by, Governmental Authorities or self-regulatory authorities, including the National Association of Insurance Commissioners or the National Association of Securities Dealers, Inc., (C) to its parent companies, Affiliates or auditors (so long as each such person shall have been instructed to keep the same confidential in accordance with this Section 9.16), (D) in order to enforce its rights under any Loan Document in a legal proceeding, (E) to any pledge under Section 9.04(d) or any other prospective assignee of, or prospective Participant in, any of its rights under this Agreement (so long as such person shall have been instructed to keep the same confidential in accordance with this Section 9.16) and (F) to any direct or indirect contractual counterparty in Swap Agreements or such contractual counterparty's professional advisor (so long as such contractual counterparty or professional advisor to such contractual counterparty agrees to be bound by the provisions of this Section 9.16).

The Borrower, in respect of the Agents and the Lenders, and the Agents and the Lenders, in respect of the Borrower, the Target and their respective Subsidiaries and other Affiliates, may not issue any press release or make any public announcement which references the other relevant party in the context of the Acquisition except with the applicable party's prior written consent, such consent not to be unreasonably withheld or delayed and not to be required in the case of references required by the

Takeover Rules or applicable laws or regulations in relation to the Acquisition or the rules of any securities exchange or regulatory authority (but the parties shall use all reasonable endeavors to consult with each other prior to making any such press release or public announcement).

SECTION 9.17. Platform; Borrower Materials. The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Joint Lead Arrangers will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform"), and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "Public Lender"). The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (i) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof, (ii) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Joint Lead Arrangers and the Lenders to treat such Borrower Materials as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws, (iii) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (iv) the Administrative Agent and the Joint Lead Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

SECTION 9.18. Release of Liens and Guarantees. In the event that any Loan Party conveys, sells, leases, assigns, transfers or otherwise disposes of all or any portion of any of the Equity Interests or assets of any Subsidiary Loan Party to a person that is not (and is not required to become) a Loan Party in a transaction not prohibited by Section 6.05, the Collateral Agent shall promptly (and the Lenders hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by Holdings or the Borrower and at the Borrower's expense to release any Liens created by any Loan Document in respect of such Equity Interests or assets, and, in the case of a disposition of the Equity Interests of any Subsidiary Loan Party in a transaction permitted by Section 6.05 and as a result of which such Subsidiary Loan Party would cease to be a Subsidiary, terminate such Subsidiary Loan Party's obligations under its Guarantee. In addition, the Collateral Agent agrees to take such actions as are reasonably requested by Holdings or the Borrower and at the Borrower's expense to terminate the Liens and security interests created by the Loan Documents when all the Obligations (other than contingent indemnification Obligations) are paid in full and all Commitments are terminated. Any representation, warranty or covenant contained in any Loan Document relating to any such Equity Interests, asset or subsidiary of Holdings shall no longer be deemed to be made once such Equity Interests or asset is so conveyed, sold, leased, assigned, transferred or disposed of.

SECTION 9.19. PATRIOT Act Notice. Each Lender that is subject to the PATRIOT Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the PATRIOT Act.

SECTION 9.20. Intercreditor Agreements and Collateral Agreement. Each Lender hereunder (a) consents to the priority and/or subordination of Liens provided for in the Second Priority Intercreditor Agreement, (b) consents to the priority and/or subordination of Liens provided for in the Senior Lender Intercreditor Agreement, (c) consents to the priority and/or subordination of Liens provided for in the Senior Fixed Collateral Intercreditor Agreement, (d) agrees that it will be bound by and will take no actions contrary to the provisions of the Second Priority Intercreditor Agreement, the Senior Lender Intercreditor Agreement or the Senior Fixed Collateral Intercreditor Agreement, (e) authorizes and instructs the Collateral Agent to enter into the First Lien Bridge Joinder to Second Priority Intercreditor Agreement on behalf of itself and such Lender, (f) authorizes and instructs the Administrative Agent and the Collateral Agent to enter into the First Lien Bridge Joinder to Senior Lender Intercreditor Agreement on behalf of itself and such Lender, (g) authorizes and instructs the Administrative Agent and the Collateral Agent to enter into the First Lien Bridge Joinder to Senior Fixed Collateral Intercreditor Agreement and (h) consents to entering into the First Lien Guarantee and Collateral Agreement in the form of Exhibit E herein. The foregoing provisions are intended as an inducement to the Lenders to extend credit and such Lenders are intended third party beneficiaries of such provisions and the provisions of the Second Priority Intercreditor Agreement, the Senior Lender Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement.

SECTION 9.21. Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

ARTICLE X

Rollover Loan Provisions

SECTION 10.01. Provisions Applicable to Rollover Loans.

(a) Without further notice to or consent of any Lender, the Borrower or the Administrative Agent, on the Bridge Term Loan Maturity Date and without any action by the Administrative Agent, any Loan Party or any Lender, this Agreement and the Collateral Agreement shall, subject to Section 2.01(e) automatically be amended as follows in order to make the restrictions, requirements, rights and remedies described below that are contained in this Agreement and the Collateral Agreement substantially identical to the restrictions, requirements, rights and remedies set forth in the Description of Notes in Exhibit I (with mechanical and conforming changes to provisions of this Agreement (including any definitions related to the following provisions)):

(i) the provisions of Section 2.10(c) shall be amended to conform to the provisions set forth in the covenant described under "Certain Covenants—Asset Sales";

(ii) the affirmative covenants set forth in Article V of this Agreement will be amended or deleted to conform to the affirmative covenants set forth in the Description of Notes and including customary high-yield indenture affirmative covenants typically excluded from the Description of Notes but included in customary high yield indentures such as "Certificates; Other Information"; "Preservation of Existence"; and "Maintenance of Properties";

(iii) the negative covenants set forth in Article VI of this Agreement will be amended or deleted to conform to the negative covenants set forth in the Description of Notes;

(iv) the Events of Default set forth in Section 7.01 of this Agreement (excluding Section 7.01(d) with respect to Section 2.21) will be amended or deleted to conform to the events of default provisions set forth in the Description of Notes (it being understood that any event in existence prior to the Bridge Term Facility Maturity Date that is continuing shall be taken into account in determining whether any Default or Event of Default exists from and after the Bridge Term Facility Maturity Date and this clause (iv) shall not operate as a waiver of, or otherwise cure any, Default or Event of Default existing on the Bridge Term Facility Maturity Date immediately prior to giving effect to this provision);

(v) defined terms used in Sections amended pursuant to the foregoing provisions shall be deleted (to the extent no longer used in this Agreement or any Loan Document) and new defined terms shall be added from or conformed to, as applicable, the definitions to conform to the definitions set forth in the Description of Notes;

(vi) clause (b) of Section 9.08 will be amended, to the extent applicable, to (A) require the consent of each Lender for amendments and waivers that would require the consent of each affected holder of Exchange Notes and (B) permit the Administrative Agent and the Borrower to amend or supplement this Agreement and the other Loan Documents without the consent of any Lender to the extent a corresponding amendment or supplement would not require the consent of any holder of Exchange Notes as provided under the Description of Notes; and

(vii) Section 9.18 and the Collateral Agreement shall be amended to conform to the release of guarantor provisions set forth in the provision of the Description of Notes.

(b) In furtherance of the foregoing clause (a), notwithstanding anything to the contrary in Article IX, the Administrative Agent will, at the request of the Borrower, enter into such technical amendments to the Loan Documents reasonably necessary to effect the foregoing and no consent from any other party shall be required in connection therewith.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

BERRY GLOBAL GROUP, INC.

By: [redacted]
Name: Mark W. Miles
Title: Chief Financial Officer and Treasurer

BERRY GLOBAL, INC.

By: [redacted]
Name: Mark W. Miles
Title: Chief Financial Officer and Treasurer

GOLDMAN SACHS BANK USA,
as Administrative Agent, Collateral Agent and as a Lender

By: _____

Name:
Title: Robert Ehudin
Authorized Signatory

GOLDMAN SACHS LENDING PARTNERS LLC,
as a Lender

By: 

Name: Robert Ehudin
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: _____
Name: Kay Reedy
Title: Managing Director

EXHIBIT A

[FORM OF]
ASSIGNMENT AND ACCEPTANCE

This Assignment and Acceptance (the "Assignment and Acceptance") is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the "Assignor") and [Insert name of Assignee] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Acceptance as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all such outstanding rights and obligations of the Assignor under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Acceptance, without representation or warranty by the Assignor.

1. Assignor: _____

2. Assignee: _____
[and is an Affiliate/Approved Fund of [Identify Lender]]

3. Borrower: _____

4. Administrative Agent: Goldman Sachs Bank USA, as Administrative Agent under the Credit Agreement

5. Credit Agreement: Term Loan Credit Agreement dated as of March 8, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among BERRY GLOBAL GROUP, INC. (formerly known as Berry Plastics Group, Inc.), a Delaware corporation ("Holdings"), BERRY GLOBAL, INC. (formerly known as Berry Plastics Holding Corporation), a Delaware corporation (the "Borrower"), the LENDERS party thereto from time to time and Goldman Sachs Bank USA, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Lenders.

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans[1]
Term Loans			%

Effective Date: _____ __, 20__. [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

[1] Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

The terms set forth in this Assignment and Acceptance are hereby agreed to:

ASSIGNOR [NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE [NAME OF ASSIGNEE]

By: _____
Title:

Consented[2] to and accepted:

GOLDMAN SACHS BANK USA
AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT

By: _____
Name:
Title:

[2] Consents to be included to the extent required by Section 9.04(b) of the Credit Agreement.

[Consented[3] to:]

BERRY GLOBAL, INC.

By: _____
Title:

[3] Consents to be included to the extent required by Section 9.04(b) of the Credit Agreement.

ANNEX 1

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ACCEPTANCE

1. *Representations and Warranties.*

1.1 *Assignor.* The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby, and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant thereto (other than this Assignment and Acceptance) or any collateral thereunder, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished in connection therewith or any collateral thereunder, (iii) the financial condition of Holdings, Borrower, any of its Subsidiaries or Affiliates or any other person obligated in respect of any Loan Document, (iv) any requirements under applicable law for the Assignee to become a lender under the Credit Agreement or to charge interest at the rate set forth therein from time to time or (v) the performance or observance by Holdings, Borrower, any of its Subsidiaries or Affiliates or any other person of any of their respective obligations under any Loan Document or any other instrument or document furnished pursuant thereto .

1.2. *Assignee.* The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.04 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) attached to this Assignment and Acceptance is any documentation required to be delivered by it pursuant to Section 9.4(b) and any other terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender and, based on such documentation and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, (ii) it appoints and authorizes the Administrative Agent to take such action on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto and thereto as are delegated to the Administrative Agent, by the terms thereof, together with such powers as a reasonably incidental thereto, and (iii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. *Payments.* From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. *General Provisions.* This Assignment and Acceptance shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Acceptance may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Acceptance by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance. This Assignment and Acceptance shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT B

[FORM OF]
SOLVENCY CERTIFICATE

This Certificate is being delivered pursuant to Section 4.01(v) of the Term Loan Credit Agreement dated as of March 8, 2019 (the "Credit Agreement"), among Berry Global Group, Inc. (formerly known as Berry Plastics Holding Corporation), a Delaware corporation ("Holdings"), Berry Global, Inc. (formerly known as Berry Plastics Group, Inc.), a Delaware corporation (the "Borrower"), the lenders party thereto from time to time and Goldman Sachs Bank USA, as collateral agent and administrative agent (in such capacities, the "Administrative Agent") for the Lenders. Terms defined in the Credit Agreement are used herein with the same meaning.

I, [ ], hereby certify that I am the Chief Financial Officer of the Borrower and that I am knowledgeable of the financial and accounting matters of the Borrower and its Subsidiaries, the Credit Agreement and the covenants and representations (financial or otherwise) contained therein and that, as such, I am authorized to execute and deliver this Certificate on behalf of the Borrower. I further certify, in my capacity as Chief Financial Officer of the Borrower, and not individually, as follows:

Immediately after giving effect to the Transactions on the Effective Date, (i) the fair value of the assets of the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis, respectively; (ii) the present fair saleable value of the property of the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis, respectively, on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the Borrower (individually) and Holdings, the Borrower and its Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Effective Date.

I represent the foregoing information is provided to the best of my knowledge and belief and execute this Certificate this [ ] day of [ ], 20__.

By: _____
Name:
Title:

EXHIBIT C

[FORM OF]
BORROWING REQUEST

Goldman Sachs Bank USA, as Administrative Agent
200 West Street
New York, NY 10282

Ladies and Gentlemen:

Reference is made to the proposed Term Loan Credit Agreement dated as of March 8, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among BERRY GLOBAL GROUP, INC. (formerly known as Berry Plastics Holding Corporation), a Delaware corporation ("Holdings"), BERRY GLOBAL, INC. (formerly known as Berry Plastics Group, Inc.), a Delaware corporation (the "Borrower"), the LENDERS party thereto from time to time and Goldman Sachs Bank USA, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Lenders. Terms defined in the Credit Agreement are used herein with the same meanings. This notice constitutes a Borrowing Request and the Borrower hereby requests Borrowing under the Credit Agreement, and in that connection the Borrower specifies the following information with respect to such Borrowing requested hereby:

For a Term Borrowing,

(1) Facility: _____

(2) Aggregate Amount and Currency of Borrowing: _____

(3) Date of Borrowing (which shall be a Business Day): _____

(4) Type of Borrowing (ABR or Eurocurrency): _____

(5) Interest Period (if a Eurocurrency Borrowing)[4]:

(6) Location and number of Borrower's account with the Administrative Agent to which proceeds of Borrowing are to be disbursed:

The Borrower named below hereby represents and warrants that as of the Closing Date, (a) the representations and warranties set forth in Article III of the Credit Agreement shall be true and correct in all material respects as of such date, in each case, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date) and (b) immediately after giving effect to the Borrowing, no Event of Default or Default shall have occurred and be continuing or would result therefrom.

[Signature Page Follows]

[4] Which must comply with the definition of "Interest Period"

Very truly yours,

BERRY GLOBAL, INC.

By: _____
Name:
Title:

EXHIBIT D

[*Reserved.*]

EXHIBIT E

[FORM OF]
COLLATERAL AGREEMENT

[*See attached.*]

TERM LOAN GUARANTEE AND COLLATERAL AGREEMENT

dated and effective as of

March 8, 2019

Among

BERRY GLOBAL GROUP, INC.,

BERRY GLOBAL, INC.,

each Subsidiary of the Company
identified herein,

and

GOLDMAN SACHS BANK USA,
as Collateral Agent,

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TERM LOAN GUARANTEE AND COLLATERAL AGREEMENT, dated and effective as of March 8, 2019 (this "Agreement"), among BERRY GLOBAL GROUP, INC., a Delaware corporation ("Holdings"), BERRY GLOBAL, INC., a Delaware corporation (the "Company"), each Subsidiary of the Company identified herein as a party or that becomes a party hereto pursuant to Section 7.16 (each, a "Subsidiary Party"), and Goldman Sachs Bank USA, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined below).

WHEREAS, Holdings, the Company, the lenders party thereto from time to time and Goldman Sachs Bank USA, as administrative agent for such lenders (the "Administrative Agent"), are parties to that certain Term Loan Credit Agreement dated as of March 8, 2019 (the "Credit Agreement");

WHEREAS, on the Closing Date, the Company shall acquire (the "Acquisition"), indirectly through a newly incorporate special purpose vehicle, Berry Global International Holdings Limited ("Acquisition SPV"),up to 100% of the outstanding shares of RPC Group plc, a public limited company incorporated in England and Wales with registration number 11832875 (the "Target"), which may be effected by means of a Scheme under which the Target Shares will be transferred and the Company will, directly or indirectly, become the holder of such transferred Target Shares) or pursuant to a public offer by, or made on behalf of, the Company in accordance with the Takeover Code and the provisions of the Companies Act of 2006 for the Company to acquire, directly or indirectly, all of the Target Shares by way of an Offer;

WHEREAS, in connection with the Acquisition, the lenders party to the Credit Agreement (collectively, together with any person that becomes a lender under the Credit Agreement and their respective successors and assigns, the "Lenders") have agreed to extend credit to the Company and the Subsidiary Parties (collectively, the "Borrowers"), in each case subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, Holdings and the Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement, and are willing to execute and deliver this Agreement in order to induce the Lenders to extend credit to the Borrowers in accordance with the terms of the Credit Agreement;

NOW, THEREFORE, Holdings, the Company, each Subsidiary Party and the Collateral Agent hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Credit Agreement.

(a) Unless otherwise stated herein:

(i) Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement.

(ii) All terms defined in the New York UCC (as defined below) and not defined in this Agreement have the meanings specified therein.

(iii) The term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

Section 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Account Debtor" means any person who is or who may become obligated to any Pledgor under, with respect to or on account of an Account, Chattel Paper, General Intangibles, Instruments or Investment Property.

"Article 9 Collateral" has the meaning assigned to such term in Section 4.01.

"Administrative Agent" has the meaning assigned to such term in the recitals hereto.

"Agent" means the Administrative Agent and the Collateral Agent

"Borrowers" has the meaning assigned to such term in the recitals hereto.

"Collateral" means Article 9 Collateral and Pledged Collateral.

"Control Agreement" means a deposit account control agreement, a securities account control agreement or a commodity account control agreement, as applicable, enabling the Collateral Agent to obtain "control" (within the meaning of the New York UCC) of any such accounts, in form and substance reasonably satisfactory to the Collateral Agent.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any Pledgor under any Copyright now or hereafter owned by any third party, and all rights of any Pledgor under any such agreement (including, without limitation, any such rights that such Pledgor has the right to license).

"Copyrights" means all of the following now owned or hereafter acquired by any Pledgor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise; and (b) all registrations and applications for registration of any such Copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office and the right to obtain all renewals thereof, including those listed on Schedule III.

"Credit Agreement" has the meaning assigned to such term in the recitals hereto.

"Federal Securities Laws" has the meaning assigned to such term in Section 5.04.

"General Intangibles" means all "General Intangibles" as defined in the New York UCC, including all *choses* in action and causes of action and all other intangible personal property of any Pledgor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Pledgor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as

lessor or lessee, Swap Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any guarantee, claim, security interest or other security held by or granted to any Pledgor to secure payment by an Account Debtor of any of the Accounts.

"Guarantors" means Holdings and the Subsidiary Parties.

"Intellectual Property" means all intellectual property of every kind and nature now owned or hereafter acquired by any Pledgor, including, inventions, designs, Patents, Copyrights, Trademarks, Patent Licenses, Copyright Licenses, Trademark Licenses, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other data or information and all related documentation.

"Intellectual Property Security Agreement" means a security agreement in the form hereof or a short form hereof, in each case, which form shall be reasonably acceptable to the Administrative Agent.

"Intercreditor Agreements" means the Second Priority Intercreditor Agreement, the Senior Lender Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement.

"IP Agreements" means all material Copyright Licenses, Patent Licenses, Trademark Licenses, and all other agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any material Intellectual Property to which a Pledgor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements set forth on Schedule III hereto.

"Lenders" has the meaning assigned to such term in the recitals hereto.

"Loan Collateral" means all "Collateral" as defined in the Credit Agreement.

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations" means (a) the due and punctual payment by each Borrower of (i) the unpaid principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to such Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations of such Borrower to any of the Secured Parties under the Credit Agreement or any of the other Loan Documents, including obligations to pay fees, expense and reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of each Borrower under or pursuant to the Credit Agreement or any of the other Loan Documents, and (c) the

due and punctual payment and performance of all other obligations of each Loan Party under or pursuant to this Agreement and each of the other Loan Documents.

"Patent License" means any written agreement, now or hereafter in effect, granting to any Pledgor any right to make, use or sell any invention covered by a Patent, now or hereafter owned by any third party (including, without limitation, any such rights that such Pledgor has the right to license).

"Patents" means all of the following now owned or hereafter acquired by any Pledgor: (a) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule III, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule III, and (b) all provisionals, reissues, extensions, continuations, divisions, continuations-in- part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" means a Perfection Certificate with respect to the Pledgors, in a form reasonably acceptable to the Collateral Agent, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by an Officer of the Company.

"Permitted Liens" means any Lien not prohibited by Section 6.02 of the Credit Agreement.

"Pledged Collateral" has the meaning assigned to such term in Section 3.01.

"Pledged Debt Securities" has the meaning assigned to such term in Section 3.01.

"Pledged Securities" means any promissory notes, stock certificates or other certificated securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

"Pledged Stock" has the meaning assigned to such term in Section 3.01.

"Pledgor" shall mean each Borrower and each Guarantor.

"Secured Parties" means (a) the Lenders, (b) the Administrative Agent and the Collateral Agent, (c) the beneficiaries of each indemnification obligation undertaken by any Loan Party to the Credit Agreement under any Loan Document and (d) the successors and permitted assigns of the foregoing.

"Second Priority Intercreditor Agreement" shall have the meaning assigned to such term in the Credit Agreement.

"Security Interest" has the meaning assigned to such term in Section 4.01.

"Senior Fixed Collateral Intercreditor Agreement" shall have the meaning assigned to such term in the Credit Agreement.

"Senior Lender Intercreditor Agreement" shall have the meaning assigned to such term in the Credit Agreement.

"Subsidiary Party" has the meaning assigned to such term in the preliminary statement of this Agreement, and any Subsidiary that becomes a party hereto pursuant to Section 7.16.

"Term Loan Joinder to Second Priority Intercreditor Agreement" shall have the meaning assigned to such term in the Credit Agreement.

"Term Loan Joinder to Senior Fixed Collateral Intercreditor Agreement" shall have the meaning assigned to such term in the Credit Agreement.

"Term Loan Joinder to Senior Lender Intercreditor Agreement" shall have the meaning assigned to such term in the Credit Agreement.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any Pledgor any right to use any Trademark now or hereafter owned by any third party (including, without limitation, any such rights that such Pledgor has the right to license).

"Trademarks" means all of the following now owned or hereafter acquired by any Pledgor: (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule III and (b) all goodwill associated therewith or symbolized thereby.

ARTICLE II

GUARANTEE

Section 2.01. Guarantee. Each Guarantor unconditionally guarantees, jointly with the other Guarantors and severally, to the Administrative Agent for the ratable benefit of the Secured Parties, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations now or hereafter owing to such Secured Parties. Each Guarantor further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. Each Guarantor waives presentment to, demand of payment from and protest to the Borrowers or any other Loan Party of any of the Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

Section 2.02. Guarantee of Payment. Each Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment when due (whether at the stated maturity,

by acceleration or otherwise) and not of collection, and waives any right to require that any resort be had by the Administrative Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of the Collateral Agent or any other Secured Party in favor of a Borrower or any other person.

Section 2.03. No Limitations, Etc.

(a) Except for termination of a Guarantor's obligations hereunder as expressly provided for in Section 7.15, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise (other than defense of payment or performance). Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder, to the fullest extent permitted by applicable law, shall not be discharged or impaired or otherwise affected by, and each Guarantor hereby waives any defense to the enforcement hereof by reason of:

(i) the failure of the Administrative Agent or Collateral Agent or any other Secured Party to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Loan Document or otherwise;

(ii) any rescission, waiver, amendment or modification of, increase in the Obligations with respect to, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement;

(iii) the failure to perfect any security interest in, or the exchange, substitution, release or any impairment of, any security held by the Collateral Agent or any other Secured Party for the Obligations;

(iv) any default, failure or delay, willful or otherwise, in the performance of the Obligations;

(v) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the payment in full in cash or immediately available funds of all the Obligations),

(vi) any illegality, lack of validity or enforceability of any Obligation,

(vii) any change in the corporate existence, structure or ownership of any Loan Party, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Loan Party or its assets or any resulting release or discharge of any Obligation,

(viii) the existence of any claim, set-off or other rights that the Guarantor may have at any time against any Borrower, the Collateral Agent, the Administrative Agent, any Secured Party, or any other corporation or person, whether in connection herewith or

any unrelated transactions, provided that nothing herein will prevent the assertion of any such claim by separate suit or compulsory counterclaim,

(ix) any action permitted or authorized hereunder, or

(x) any other circumstance (including without limitation, any statute of limitations) or any existence of or reliance on any representation by the Collateral Agent, the Administrative Agent or any other Secured Party that might otherwise constitute a defense to, or a legal or equitable discharge of, any Borrower or any Guarantor or any other guarantor or surety.

Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Loan Party, other than the payment in full in cash or immediately available funds of all the Obligations (other than contingent or unliquidated obligations or liabilities). Subject to the terms of the Senior Lender Intercreditor Agreement, the Collateral Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any other Loan Party or exercise any other right or remedy available to them against any other Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Obligations (other than contingent or unliquidated obligations or liabilities) have been paid in full in cash or immediately available funds. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against any other Loan Party, as the case may be, or any security.

Section 2.04. Reinstatement. Each Guarantor agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Administrative Agent or any other Secured Party upon the bankruptcy or reorganization of any Borrower or any other Loan Party or otherwise.

Section 2.05. Agreement To Pay; Contribution; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of any Borrower to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Collateral Agent for distribution to the Secured Parties as provided in the Senior Lender Intercreditor Agreement, in cash the amount of such unpaid Obligation. Each Guarantor hereby unconditionally and irrevocably agrees that in the event any

payment shall be required to be made to any Secured Party under this guarantee, such Guarantor will contribute, to the maximum extent permitted by law, such amounts to each other Guarantor so as to maximize the aggregate amount paid to the Secured Parties under or in respect of the Loan Documents. Upon payment by any Guarantor of any sums to the Collateral Agent as provided above, all rights of such Guarantor against any Borrower, or other Loan Party or any other Guarantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI.

Section 2.06. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the financial condition and assets of the Borrowers and each other Loan Party, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that neither the Collateral Agent, the Administrative Agent nor the other Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

Section 2.07. Maximum Liability. Each Guarantor, and by its acceptance of this guarantee, the Collateral Agent and each Secured Party hereby confirms that it is the intention of all such Persons that this guarantee and the Obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of the U.S. Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to thus guarantee and the Obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Collateral Agent and the Secured Parties hereby irrevocably agree that the Obligations of each Subsidiary Party under this guarantee at any time shall be limited to the maximum amount as will result in the Obligations of such Guarantor under this guarantee not constituting a fraudulent transfer or conveyance.

Section 2.08. Payment Free and Clear of Taxes. Any and all payments by or on account of any obligation of any Guarantor hereunder or under any other Loan Document shall be made free and clear of, and without deduction for, any Indemnified Taxes or Other Taxes on the same terms and to the same extent that payments by any Loan Party are required to be made pursuant to the terms of Section 2.17 of the Credit Agreement. The provisions of Section 2.17 of the applicable Credit Agreement shall apply to each Guarantor *mutatis mutandis.*

Section 2.09. No Foreign Guarantee of U.S. Obligations. Notwithstanding anything to the contrary contained herein, no Foreign Subsidiary shall, or shall be deemed to, provide a guarantee of any Obligations of any Borrower or any Domestic Subsidiary pursuant to the terms hereof.

ARTICLE III

PLEDGE OF SECURITIES

Section 3.01. Pledge. As security for the payment or performance, as the case may be, in full of its Obligations, each Pledgor hereby assigns and pledges to the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, and hereby grants to the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under (a) the Equity Interests directly owned by it (including those listed on Schedule II) and any other Equity Interests obtained in the future by such Pledgor and any certificates representing all such Equity Interests (the "Pledged Stock"); *provided* that the Pledged Stock shall not include (i) (A) more than 65% of the issued and outstanding voting Equity Interests of any "first tier" Foreign Subsidiary directly owned by such Pledgor, (B) more than 65% of the issued and outstanding voting Equity Interests of any "first tier" Qualified CFC Holding Company directly owned by such Pledgor, (C) any issued and outstanding Equity Interest of any Foreign Subsidiary that is not a "first tier" Foreign Subsidiary, (D) any issued and outstanding Equity Interests of any Qualified CFC Holdings Company that is not a "first tier" Qualified CFC Holding Company or (E) any Equity Interests in NIM Holdings Limited, Berry Plastics Acquisition Corporation II, Berry Plastics Acquisition Corporation XIV, LLC, Berry Plastics Asia Pte. Ltd., or Ociesse s.r.l. (ii) to the extent applicable law requires that a Subsidiary of such Pledgor issue directors' qualifying shares, such shares or nominee or other similar shares, (iii) any Equity Interests with respect to which the Collateral and Guarantee Requirement or the other paragraphs of the respective Sections 5.10 of the Credit Agreement need not be satisfied by reason of Section 5.10(g) of the Credit Agreement, (iv) any Equity Interests of a Subsidiary to the extent that, as of the Effective Date (as defined in the Credit Agreement), and for so long as, such a pledge of such Equity Interests would violate a contractual obligation binding on or relating to such Equity Interests, or (v) any Equity Interests of a person that is not directly or indirectly a Subsidiary; (b)(i) the debt obligations listed opposite the name of such Pledgor on Schedule II, (ii) any debt obligations in the future issued to such Pledgor having, in the case of each instance of debt securities, an aggregate principal amount in excess of $5.0 million (which pledge, in the case of any intercompany note evidencing debt owed by a Foreign Subsidiary to a Loan Party, shall be limited to 65% of the amount outstanding thereunder), and (iii) the certificates, promissory notes and any other instruments, if any, evidencing such debt obligations (the "Pledged Debt Securities"); (c) subject to Section 3.05 hereof, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other proceeds received in respect of, the securities referred to in clauses (a) and (b) above; (d) subject to Section 3.05 hereof, all rights and privileges of such Pledgor with respect to the securities and other property referred to in clauses (a), (b) and (c) above; and (e) all proceeds of any of the foregoing (the items referred to in clauses (a) through (e) above being collectively referred to as the "Pledged Collateral").

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, forever; subject, however, to the terms, covenants and conditions hereinafter set forth.

Section 3.02. Section 3.02. Delivery of the Pledged Collateral.

(a) Subject to the provisions of the Intercreditor Agreements, each Pledgor agrees promptly to deliver or cause to be delivered to the Collateral Agent, as agent for the Secured Parties, any and all Pledged Securities to the extent such Pledged Securities, in the case of promissory notes or other instruments evidencing Indebtedness, are required to be delivered pursuant to paragraph (b) of this Section 3.02. If any Pledged Stock that is uncertificated on the date hereof shall hereafter become certificated, the applicable Pledgor shall promptly cause the certificate or certificates representing Pledged Stock to be delivered to the Collateral Agent, as agent for the Secured Parties, together with the accompanying stock powers or other documentation required by Section 3.02(c). None of the Pledgors shall permit any other party to "control" (for purposes of Section 8-106 of the New York UCC (or any analogous provision of the Uniform Commercial Code in effect in the jurisdiction whose law applies)) any uncertificated securities that constitute Pledged Collateral other than the Collateral Agent, as agent for the Secured Parties or any other agent pursuant to the applicable Intercreditor Agreement.

(b) To the extent any Indebtedness for borrowed money constitutes Pledged Collateral (other than (i) intercompany current liabilities incurred in the ordinary course of business in connection with the cash management operations of Holdings, the Company and its Subsidiaries or (ii) to the extent that a pledge of such promissory note or instrument would violate applicable law) the Pledgor holding such Indebtedness for borrowed money shall cause such Indebtedness to be evidenced by a duly executed promissory note, such Pledgor shall cause such promissory note to be pledged and, subject to the provisions of the Intercreditor Agreements, delivered to the Collateral Agent, as agent for the Secured Parties, pursuant to the terms hereof; *provided* that, such pledge in the case of any intercompany note evidencing debt owed by a Foreign Subsidiary to a Loan Party, shall be limited to 65% of the amount outstanding thereunder. To the extent any such promissory note is a demand note, each Pledgor party thereto agrees, if requested by the Collateral Agent, to immediately demand payment thereunder upon an Event of Default specified under Section 7.01(b), (c), (f), (h) or (i) of the Credit Agreement unless such demand would not be commercially reasonable or would otherwise expose Pledgor to liability to the maker.

(c) Upon delivery to the Collateral Agent, (i) any Pledged Securities required to be delivered pursuant to the foregoing paragraphs (a) and (b) of this Section 3.02 shall be accompanied by stock powers or note powers, as applicable, duly executed in blank or other instruments of transfer reasonably satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property composing part of the Pledged Collateral delivered pursuant to the terms of this Agreement shall be accompanied to the extent necessary to perfect the security interest in or allow realization on the Pledged Collateral by proper instruments of assignment duly executed by the applicable Pledgor and such other instruments or documents as the Collateral Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities, which schedule shall be attached hereto as Schedule II (or a supplement to Schedule II, as applicable) and made a part hereof; *provided* that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

Section 3.03. Representations, Warranties and Covenants. The Pledgors, jointly and severally, represent, warrant and covenant to and with the Collateral Agent for the benefit of the Secured Parties:

(a) Schedule II correctly sets forth the percentage of the issued and outstanding shares of each class of the Equity Interests of the issuer thereof represented by the Pledged Stock and includes all Equity Interests, debt securities and promissory notes or instruments evidencing Indebtedness required to be (i) pledged in order to satisfy the Collateral and Guarantee Requirement, or (ii) delivered pursuant to Section 3.02(b);

(b) the Pledged Stock and Pledged Debt Securities (solely with respect to Pledged Debt Securities issued by a person that is not a Subsidiary of Holdings or an Affiliate of any such subsidiary, to the best of each Pledgor's knowledge) have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Stock, are fully paid and nonassessable and (ii) in the case of Pledged Debt Securities (solely with respect to Pledged Debt Securities issued by a person that is not a Subsidiary of Holdings or an Affiliate of any such subsidiary, to the best of each Pledgor's knowledge) are legal, valid and binding obligations of the issuers thereof, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding at law or in equity) and an implied covenant of good faith and fair dealing;

(c) except for the security interests granted hereunder, each Pledgor (i) is and, subject to any transfers made in compliance with the Credit Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Pledgor, (ii) holds the same free and clear of all Liens, other than Permitted Liens, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than pursuant to a transaction permitted by the Credit Agreement and other than Permitted Liens and (iv) subject to the rights of such Pledgor under the Loan Documents to dispose of Pledged Collateral, will use commercially reasonable efforts to defend its title or interest hereto or therein against any and all Liens (other than Permitted Liens), however arising, of all persons;

(d) other than as set forth in the Credit Agreement or the schedules thereto, and except for restrictions and limitations imposed by the Loan Documents or securities laws generally or otherwise permitted to exist pursuant to the terms of the Credit Agreement, the Pledged Stock (other than partnership interests) is and will continue to be freely transferable and assignable, and none of the Pledged Stock is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect the pledge of such Pledged Stock hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

(e) each Pledgor has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated;

(f) other than as set forth in the Credit Agreement or the respective schedules thereto, no consent or approval of any Governmental Authority, any securities exchange or any other person was or is necessary to the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect);

(g) by virtue of the execution and delivery by the Pledgors of this Agreement and the Foreign Pledge Agreements, when any Pledged Securities (including Pledged Stock of any Domestic Subsidiary or any Qualified CFC Holding Company and any foreign stock covered by a

Foreign Pledge Agreement) are delivered to the Collateral Agent, for the ratable benefit of the Secured Parties, in accordance with this Agreement and a financing statement covering such Pledge Securities is filed in the appropriate filing office, the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties will obtain a legal, valid and perfected lien upon and security interest in such Pledged Securities under the New York UCC, subject only to Liens permitted under the Credit Agreement or arising by operation of law, as security for the payment and performance of the Obligations;

(h) each Pledgor that is an issuer of the Pledged Collateral confirms that it has received notice of the security interest granted hereunder and consents to such security interest and agrees to transfer record ownership of the securities issued by it in connection with any request by the Administrative Agent;

Section 3.04. Registration in Nominee Name; Denominations. The Collateral Agent, as agent for the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in the name of the applicable Pledgor, endorsed or assigned in blank or in favor of the Collateral Agent or, if an Event of Default shall have occurred and be continuing, in its own name as pledgee or the name of its nominee (as pledgee or as sub-agent). Each Pledgor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Pledgor. If an Event of Default shall have occurred and be continuing, the Collateral Agent, as agent for the Secured Parties, shall have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement. Each Pledgor shall use its commercially reasonable efforts to cause any Loan Party that is not a party to this Agreement to comply with a request by the Collateral Agent, pursuant to this Section 3.04, to exchange certificates representing Pledged Securities of such Loan Party for certificates of smaller or larger denominations.

Section 3.05. Section 3.05. Voting Rights; Dividends and Interest, Etc.

(a) Unless and until an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given notice to the relevant Pledgors of the Collateral Agent's intention to exercise its rights hereunder:

(i) Each Pledgor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Collateral or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; *provided,* that, except as permitted under the Credit Agreement, such rights and powers shall not be exercised in any manner that could materially and adversely affect the rights inuring to a holder of any Pledged Collateral, the rights and remedies of the Administrative Agent, the Collateral Agent, or the other Secured Parties under this Agreement, the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

(ii) The Collateral Agent shall promptly execute and deliver to each Pledgor, or cause to be executed and delivered to such Pledgor, all such proxies, powers of attorney and other instruments as such Pledgor may reasonably request for the purpose of enabling such Pledgor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each Pledgor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; *provided*, that (A) any noncash dividends, interest, principal or other distributions, payments or other consideration in respect thereof, including any rights to receive the same to the extent not so distributed or paid, that would constitute Pledged Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities, received in exchange for Pledged Securities or any part thereof, or in redemption thereof, as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise or (B) any non-cash dividends and other distributions paid or payable in respect of any Pledged Securities that would constitute Pledged Securities, in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid in surplus, shall be and become part of the Pledged Collateral, and, if received by any Pledgor, shall not be commingled by such Pledgor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent, for the ratable benefit of the Secured Parties, and shall be forthwith delivered to the Collateral Agent, for the ratable benefit of the Secured Parties, in the same form as so received (endorsed in a manner reasonably satisfactory to the Administrative Agent).

(b) Upon the occurrence and during the continuance of an Event of Default and after notice by the Collateral Agent to the Company of the Collateral Agent's intention to exercise its rights hereunder, all rights of any Pledgor to receive dividends, interest, principal or other distributions that such Pledgor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.05 shall cease, and all such rights shall thereupon become vested, for the ratable benefit of the Secured Parties, in the Collateral Agent which, subject to the terms of the Senior Lender Intercreditor Agreement, shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Pledgor contrary to the provisions of this Section 3.05 shall not be commingled by such Pledgor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent, for the ratable benefit of the Secured Parties, and shall be forthwith delivered to the Collateral Agent, for the ratable benefit of the Secured Parties, in the same form as so received (endorsed in a manner reasonably satisfactory to the Collateral Agent). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02 hereof. After all Events of Default have been cured or waived and the Company has delivered to the Collateral Agent a certificate to that effect, the Collateral Agent shall promptly repay to each Pledgor (without interest) all dividends, interest, principal or other distributions that such Pledgor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.05 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default and after notice by the Collateral Agent to the Company of the Collateral Agent's intention to exercise its

rights hereunder, all rights of any Pledgor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.05, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.05, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, for the ratable benefit of the Secured Parties, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers, subject to the terms of the Senior Lender Intercreditor Agreement; *provided* that, unless otherwise directed by the Required Lenders under the Credit Agreement, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Pledgors to exercise such rights. After all Events of Default have been cured or waived and the Company has delivered to the Collateral Agent a certificate to that effect, each Pledgor shall have the right to exercise the voting and/or consensual rights and powers that such Pledgor would otherwise be entitled to exercise pursuant to the terms of paragraph (a)(i) above.

ARTICLE IV

SECURITY INTERESTS IN OTHER PERSONAL PROPERTY

Section 4.01. Security Interest.

(a) As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Obligations, each Pledgor other than Holdings (all references to a Pledgor or to the Pledgors in this Article IV shall be deemed to be a reference to each Pledgor other than Holdings) hereby assigns and pledges to the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, and hereby grants to the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Article 9 Collateral"):

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all cash and Deposit Accounts;

(iv) all Documents;

(v) all Equipment;

(vi) all General Intangibles;

(vii) all Instruments;

(viii) all Inventory;

(ix) all Investment Property;

(x) all Letter of Credit Rights;

(xi) all Commercial Tort Claims;

(xii) all other personal property not otherwise described above (except for property specifically excluded from any defined term used in any of the foregoing clauses);

(xiii) all books and records pertaining to the Article 9 Collateral; and

(xiv) to the extent not otherwise included, all proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.

Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in (a) any vehicle covered by a certificate of title or ownership, whether now owned or hereafter acquired, (b) any assets (including Equity Interests), whether now owned or hereafter acquired, with respect to which the Collateral and Guarantee Requirement or the other paragraphs of Section 5.10 of the Credit Agreement would not be required to be satisfied by reason of Section 5.10(g) of the Credit Agreement if hereafter acquired, (c) any property excluded from the definition of Pledged Collateral pursuant to Section 3.01 hereof, (d) any Letter of Credit Rights to the extent any Pledgor is required by applicable law to apply the proceeds of a drawing of such Letter of Credit for a specified purpose, (e) any Pledgor's right, title or interest in any license, contract or agreement to which such Pledgor is a party or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, or result in the abandonment, invalidation or unenforceability of, any license, contract or agreement to which such Pledgor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9407, 9-408 or 9-409 of the New York UCC or any other applicable law (including, without limitation, Title 11 of the United States Code) or principles of equity); *provided*, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and such Pledgor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect, or (f) any Equipment owned by any Pledgor that is subject to a purchase money lien or a Capital Lease Obligation if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capital Lease Obligation) prohibits or requires the consent of any person other than the Pledgors as a condition to the creation of any other security interest on such Equipment.

(b) Each Pledgor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Article 9 Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (i) whether such Pledgor is an organization, the type of organization and any organizational identification number issued to such Pledgor, (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Article 9 Collateral relates and (iii) a description of collateral that describes such property in any other manner as the Collateral Agent may reasonably determine is necessary or advisable to ensure the perfection of the security interest in the Article 9 Collateral granted under this Agreement, including describing such property as “all assets” or “all property.” Each Pledgor agrees to provide such information to the Collateral Agent promptly upon request.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be reasonably necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Pledgor, without the signature of such Pledgor, and naming such Pledgor or the Pledgors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Pledgor with respect to or arising out of the Article 9 Collateral.

Section 4.02. Representations and Warranties. The Pledgors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

(a) Each Pledgor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained and is in full force and effect or has otherwise been disclosed herein or in the Credit Agreement.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Pledgor, is correct and complete, in all material respects, as of the Effective Date. The Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Article 9 Collateral that have been prepared by the Collateral Agent based upon the information provided to the Collateral Agent in the Perfection Certificate for filing in each governmental, municipal or other office specified in Schedule 7 to the Perfection Certificate (or specified by notice from the Company to the Collateral Agent after the Effective Date in the case of filings, recordings or registrations required by Section 5.10 of each Credit Agreement) constitute all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Article 9 Collateral including all material United States Patents, United States registered Trademarks and United States registered Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties in respect of all Article 9 Collateral (other than Commercial Tort Claims) in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or amendments. Each Pledgor represents and warrants that a fully executed Intellectual Property Security Agreement containing a description of all Article 9 Collateral consisting of Intellectual Property with respect to United States Patents (and Patents for which United States registration applications are pending), United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights (and Copyrights for which United States registration applications are pending) has been delivered to the Collateral Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office

pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and reasonably requested by the Collateral Agent, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, in respect of all Article 9 Collateral consisting of such material Intellectual Property in which a security interest may be perfected by recording with the United States Patent and Trademark Office and the United States Copyright Office, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral (other than Article 9 Collateral described in Section 3.01(a)(xii)) securing the payment and performance of the Obligations, (ii) subject to the filings described in Section 4.02(b), a perfected security interest in all Article 9 Collateral (other than Commercial Tort Claims) in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of the Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office upon the making of such filings with such office, in each case, as applicable, with respect to material Intellectual Property Collateral. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral other than Permitted Liens.

(d) The Article 9 Collateral is owned by the Pledgors free and clear of any Lien, other than Permitted Liens. None of the Pledgors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Pledgor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Pledgor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Permitted Liens.

(e) None of the Pledgors holds any Commercial Tort Claim individually in excess of $5.0 million as of the Effective Date except as indicated on the Perfection Certificate.

(f) Except as set forth in the Perfection Certificate, as of the Effective Date, all Accounts have been originated by the Pledgors and all Inventory has been produced or acquired by the Pledgors in the ordinary course of business.

(g) As to itself and its Article 9 Collateral consisting of Intellectual Property (the "Intellectual Property Collateral"), to the best of each Pledgor's knowledge:

(i) The Intellectual Property Collateral set forth on Schedule III includes all of the material Patents, domain names, Trademarks, Copyrights and IP Agreements owned by such Pledgor as of the date hereof.

(ii) The Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable in whole or part, and to the best of such Pledgor's knowledge, is valid and enforceable, except as would not reasonably be expected to have a Material Adverse Effect. Such Pledgor is not aware of any uses of any item of Intellectual Property Collateral that would be expected to lead to such item becoming invalid or unenforceable, except as would not reasonably be expected to have a Material Adverse Effect.

(iii) Such Pledgor has made or performed all commercially reasonable acts, including without limitation filings, recordings and payment of all required fees and taxes, required to maintain and protect its interest in each and every item of Intellectual Property Collateral in full force and effect in the United States and such Pledgor has used proper statutory notice in connection with its use of each Patent, Trademark and Copyright in the Intellectual Property Collateral, in each case, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(iv) With respect to each IP Agreement, the absence, termination or violation of which would reasonably be expected to have a Material Adverse Effect: (A) such Pledgor has not received any notice of termination or cancellation under such IP Agreement; (B) such Pledgor has not received any notice of a breach or default under such IP Agreement, which breach or default has not been cured or waived; and (C) neither such Pledgor nor any other party to such IP Agreement is in breach or default thereof in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a breach or default or permit termination, modification or acceleration under such IP Agreement.

(v) Except as would not reasonably be expected to have a Material Adverse Effect, no Pledgor or Intellectual Property Collateral is subject to any outstanding consent, settlement, decree, order, injunction, judgment or ruling restricting the use of any Intellectual Property Collateral or that would impair the validity or enforceability of such Intellectual Property Collateral.

Section 4.03. Covenants.

(a) Each Pledgor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate or organization name, (ii) in its identity or type of organization or corporate structure, (iii) in its Federal Taxpayer Identification Number or organizational identification number or (iv) in its jurisdiction of organization. Each Pledgor agrees promptly to provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the immediately preceding sentence. Each Pledgor agrees not to effect or permit any change referred to in the first sentence of this paragraph (a) unless all filings have been made, or will have been made within any applicable statutory period, under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Article 9 Collateral, for the ratable benefit of the Secured Parties. Each Pledgor agrees promptly to notify the Collateral Agent if any material portion of the Article 9 Collateral owned or held by such Pledgor is damaged or destroyed.

(b) Subject to the rights of such Pledgor under the Loan Documents to dispose of Collateral, each Pledgor shall, at its own expense, use commercially reasonable efforts to defend

title to the Article 9 Collateral against all persons and to defend the Security Interest of the Collateral Agent, for the ratable benefit of the Secured Parties, in the Article 9 Collateral and the priority thereof against any Lien that is not a Permitted Lien.

(c) Each Pledgor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including, without limitation, the payment of any fees and taxes required in connection with the execution and delivery of this Agreement and the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith, all in accordance with the terms hereof and of Section 5.10 of the Credit Agreement. If any Indebtedness payable under or in connection with any of the Article 9 Collateral that is in excess of $5.0 million shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged to the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, and, subject to the Intercreditor Agreements, delivered to the Collateral Agent, duly endorsed in a manner reasonably satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Pledgor hereby authorizes the Collateral Agent, with prompt notice thereof to the Pledgors, to supplement this Agreement by supplementing Schedule III or adding additional schedules hereto to specifically identify any asset or item that may constitute material Copyrights, Patents, Trademarks, Copyright Licenses, Patent Licenses or Trademark Licenses; *provided* that any Pledgor shall have the right, exercisable within 30 days after the Company has been notified by the Collateral Agent of the specific identification of such Article 9 Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Pledgor hereunder with respect to such Article 9 Collateral. Each Pledgor agrees that it will use its commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Article 9 Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Article 9 Collateral.

(d) After the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent shall have the right to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Collateral Agent shall have the right to share any information it gains from such inspection or verification with any Secured Party.

(e) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not a Permitted Lien, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Pledgor fails to do so as required by the Credit Agreement or this Agreement, and each Pledgor jointly and severally agrees to reimburse the Collateral Agent on demand for any reasonable payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.03(e) shall be interpreted as excusing any Pledgor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to

cure or perform, any covenants or other promises of any Pledgor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(f) Each Pledgor (rather than the Collateral Agent or any Secured Party) shall remain liable for the observance and performance of all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral and each Pledgor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

(g) None of the Pledgors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as expressly permitted by the Credit Agreement. None of the Pledgors shall make or permit to be made any transfer of the Article 9 Collateral and each Pledgor shall remain at all times in possession of the Article 9 Collateral owned by it, except as permitted by the Credit Agreement.

(h) [Reserved].

(i) Each Pledgor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Pledgor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Pledgor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Pledgor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Pledgors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent reasonably deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.03(i), including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Pledgors to the Collateral Agent and shall be additional Obligations secured hereby.

Section 4.04. Other Actions. In order to further ensure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, for the ratable benefit of the Secured Parties, the Collateral Agent's security interest in the Article 9 Collateral, each Pledgor agrees, in each case at such Pledgor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) Instruments and Tangible Chattel Paper. If any Pledgor shall at any time hold or acquire any Instruments (other than checks received and processed in the ordinary course of business) or Tangible Chattel Paper evidencing an amount in excess of $5.0 million, such Pledgor shall, subject to the Intercreditor Agreements, forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.

(b) Investment Property. Except to the extent otherwise provided in Article III, if any Pledgor shall at any time hold or acquire any Certificated Security included in the Pledged

Collateral, such Pledgor shall, subject to the Intercreditor Agreements, forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably specify. If any security of a domestic issuer now owned or hereafter acquired by any Pledgor is uncertificated and is issued to such Pledgor or its nominee directly by the issuer thereof, such Pledgor shall promptly notify the Collateral Agent of such uncertificated securities and (i) upon the Collateral Agent's reasonable request or (ii) upon the occurrence and during the continuance of an Event of Default, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) cause the issuer to agree to comply with instructions from the Collateral Agent as to such security, without further consent of any Pledgor or such nominee, or (ii) cause the issuer to register the Collateral Agent, as agent for the Secured Parties, as the registered owner of such security. If any security or other Investment Property, whether certificated or uncertificated, representing an Equity Interest in a third party and having a fair market value in excess of $5.0 million now or hereafter acquired by any Pledgor is held by such Pledgor or its nominee through a securities intermediary or commodity intermediary, such Pledgor shall promptly notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to a Control Agreement in form and substance reasonably satisfactory to the Collateral Agent, either (A) cause such securities intermediary or commodity intermediary, as applicable, to agree, in the case of a securities intermediary, to comply with entitlement orders or other instructions from the Collateral Agent to such securities intermediary as to such securities or other investment Property or, in the case of a commodity intermediary, to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such commodity intermediary, in each case without further consent of any Pledgor or such nominee, or (B) in the case of Financial Assets or other Investment Property held through a securities intermediary, arrange for the Collateral Agent to become entitlement holders with respect to such Investment Property, for the ratable benefit of the Secured Parties, with such Pledgor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such Investment Property. The Collateral Agent agrees with each of the Guarantors that the Collateral Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Pledgor, unless an Event of Default has occurred and is continuing or, after giving effect to any such withdrawal or dealing rights, would occur. The provisions of this paragraph (b) shall not apply to any Financial Assets credited to a securities account for which the Collateral Agent is the securities intermediary.

(c) Commercial Tort Claims. If any Pledgor shall at any time hold or acquire a Commercial Tort Claim in an amount reasonably estimated to exceed $5,000,000, such Pledgor shall promptly notify the Collateral Agent thereof in a writing signed by such Pledgor, including a summary description of such claim, and grant to the Collateral Agent in writing a security interest therein and in the proceeds thereof, all under the terms and provisions of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

Section 4.05. Covenants Regarding Patent, Trademark and Copyright Collateral.

(a) Each Pledgor agrees that it will not knowingly do any act or omit to do any act (and will exercise commercially reasonable efforts to prevent its licensees from doing any act or omitting to do any act) whereby any Patent that is material to the normal conduct of such Pledgor's business may become prematurely invalidated, abandoned, lapsed or dedicated to the public, and agrees that it shall take commercially reasonable steps with respect to any material

products covered by any such Patent as necessary and sufficient to establish and preserve its rights under applicable patent laws.

(b) Each Pledgor will, and will use its commercially reasonable efforts to cause its licensees or its sublicensees to, for each material Trademark necessary to the normal conduct of such Pledgor's business, (i) maintain such Trademark in full force free from any adjudication of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of federal or foreign registration or claim of trademark or service mark as required under applicable law and (iv) not knowingly use or knowingly permit its licensees" use of such Trademark in violation of any third-party rights.

(c) Each Pledgor will, and will use its commercially reasonable efforts to cause its licensees or its sublicensees to, for each work covered by a material Copyright necessary to the normal conduct of such Pledgor's business that it publishes, displays and distributes, use copyright notice as required under applicable copyright laws.

(d) Each Pledgor shall notify the Collateral Agent promptly if it knows that any Patent, Trademark or Copyright material to the normal conduct of such Pledgor's business may imminently become abandoned, lapsed or dedicated to the public, or of any materially adverse determination or development, excluding office actions and similar determinations or developments in the United States Patent and Trademark Office, United States Copyright Office, any court or any similar office of any country, regarding such Pledgor's ownership of any such material Patent, Trademark or Copyright or its right to register or to maintain the same.

(e) Each Pledgor, either itself or through any agent, employee, licensee or designee, shall (i) inform the Collateral Agent on an annual basis of each application by itself, or through any agent, employee, licensee or designee, for any Patent with the United States Patent and Trademark Office and each registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any comparable office or agency in any other country filed during the preceding twelve-month period, in each case to the extent such application or registration relates to Intellectual Property material to the normal course of such Pledgor's business and (ii) upon the reasonable request of the Collateral Agent, execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright.

(f) Each Pledgor shall exercise its reasonable business judgment consistent with the practice in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any comparable office or agency in any other country with respect to maintaining and pursuing each application relating to any Patent, Trademark and/or Copyright (and obtaining the relevant grant or registration) material to the normal conduct of such Pledgor's business and to maintain (i) each issued Patent and (ii) the registrations of each Trademark and each Copyright that is material to the normal conduct of such Pledgor's business, including, when applicable and necessary in such Pledgor's reasonable business judgment, timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if any Pledgor believes necessary in its reasonable business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Pledgor knows or has reason to know that any Article 9 Collateral consisting of a Patent, Trademark or Copyright material to the normal conduct of its business has been or is about to be materially infringed, misappropriated or diluted by a third party, such Pledgor shall promptly notify the Collateral Agent and shall, if such Pledgor deems it necessary in its reasonable business judgment, promptly sue and recover any and all damages, and take such other actions as are reasonably appropriate under the circumstances.

ARTICLE V

REMEDIES; APPLICATION OF PROCEEDS

Section 5.01. Remedies Upon Default. Upon the occurrence and during the continuance of any Event of Default, each Pledgor agrees to deliver on demand each item of Collateral to the Collateral Agent and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times (acknowledging the terms of the Senior Lender Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement): (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Pledgors to the Collateral Agent (on behalf of the Secured Parties) or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or a nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers thereunder cannot be obtained with the use of commercially reasonable efforts, which each Pledgor hereby agrees to use) and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to the applicable Pledgor to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and, generally, to exercise any and all rights afforded to a secured party under the applicable Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Pledgor agrees that the Collateral Agent shall have the right (acknowledging the terms of the Senior Lender Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement), subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized in connection with any sale of a security (if it deems it advisable to do so) pursuant to the foregoing to restrict the prospective bidders or purchasers to persons who represent and agree that they are purchasing such security for their own account, for investment, and not with a view to the distribution or sale thereof. Upon consummation of any such sale of Collateral pursuant to this Section 5.01, the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Pledgor, and each Pledgor hereby waives and releases (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal that such Pledgor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Pledgors 10 Business Days' written notice (which each Pledgor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any

sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or the portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In the case of any sale of all or any part of the Collateral made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in the event that any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in the case of any such failure, such Collateral may be sold again upon notice given in accordance with provisions above. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section 5.01, any Secured Party may bid for or purchase for cash, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Pledgor (all such rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property in accordance with Section 5.02 hereof without further accountability to any Pledgor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Pledgor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

Section 5.02. Apportionment, Application, and Reversal of Payments.

(a) Subject to the provisions of the Senior Lender Intercreditor Agreement (including, without limitation, the provisions of Section 2.01 thereof regarding the application of proceeds of any sale, collection or liquidation of any Loan Collateral and the provisions of the Senior Fixed Collateral Intercreditor Agreement), all payments received by the Administrative Agent or by the Collateral Agent for application to the Obligations (including, without limitation, proceeds of Loan Collateral to be applied to the Obligations pursuant to the Senior Lender Intercreditor Agreement) shall be applied as follows:

First, to pay any fees, indemnities or expense reimbursements then due to the Collateral Agent and Administrative Agent from the Company and other Loan Parties under the Credit Agreement;

Second, to pay interest and fees then due from the Company and other Loan Parties to the Lenders under the Credit Agreement, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties;

Third, to pay principal then due from the Company and other Loan Parties under the Credit Agreement, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties; and

Fourth, to pay any other amounts then due from the Company and other Loan Parties under the Credit Agreement, ratably among the parties entitled thereto in accordance with the amounts then due to such parties.

(b) [Reserved].

(c) [Reserved].

(d) [Reserved].

(e) Subject to the terms of the Senior Lender Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement, the Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

(f) If, after receipt of any payment which is applied to the payment of all or any part of any Obligations, the Collateral Agent, Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible set-off, or a diversion of trust funds, or for any other reason, then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by such Agent or such Lender and the Company shall be liable to pay to such Agent and the Lenders, and shall indemnify such Agents and the Lenders and holds the Agent and the Lenders harmless for the amount of such payment or proceeds surrendered. The provisions of this Section 5.02(f) shall be and remain effective notwithstanding any contrary action which may have been taken by an Agent or any Lender in reliance upon such payment or application of proceeds, and any such contrary action so taken shall be without prejudice to the Agents' and the Lenders' rights under this Agreement and shall be deemed to have been conditioned upon such payment or application of proceeds having become final and irrevocable. The provisions of this Section 5.02(f) shall survive the termination of this Agreement.

Section 5.03. Securities Act, Etc. In view of the position of the Pledgors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar federal statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Pledgor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Pledgor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws or, to the extent applicable, Blue Sky or other state securities laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each Pledgor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall not incur any responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.03 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

ARTICLE VI

INDEMNITY, SUBROGATION AND SUBORDINATION

Section 6.01. Indemnity. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6.03 hereof), each Borrower agrees that (a) in the event a payment shall be made by any Guarantor under this Agreement in respect of any Obligation of such Borrower, such Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Guarantor shall be sold pursuant to this Agreement or any other Security Document to satisfy in whole or in part an Obligation owed to any Secured Party by any Borrower, such Borrower shall indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

Section 6.02. Contribution and Subrogation. Each Guarantor (other than Holdings and the Company) (a "Contributing Guarantor") agrees (subject to Section 6.03 hereof) that, in the event a payment shall be made by any other Guarantor (other than Holdings and the Company) hereunder in respect of any Obligation or assets of any other Guarantor (other than Holdings and the Borrower) shall be sold pursuant to any Security Document to satisfy any

Obligation owed to any Secured Party and such other Guarantor (the "Claiming Guarantor") shall not have been fully indemnified by the applicable Borrower, as provided in Section 6.01 hereof, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as applicable, in each case multiplied by a fraction of which the numerator shall be the net worth of such Contributing Guarantor on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors on the date hereof (or, in the case of any Guarantor becoming a party hereto pursuant to Section 7.16 hereof, the date of the supplement hereto executed and delivered by such Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Guarantor under Section 6.01 hereof to the extent of such payment.

Section 6.03. Subordination; Subrogation.

(a) Each Guarantor hereby subordinates any and all debts, liabilities and other obligations owed to such Guarantor by each other Loan Party (the "subordinated Obligations") to the Obligations to the extent and in the manner hereinafter set forth in this Section 6.03:

(i) Prohibited Payments, Etc. Each Guarantor may receive payments from any other Loan Party on account of the Subordinated Obligations. After the occurrence and during the continuance of any Event of Default, if required by the Required Lenders, no Guarantor shall demand, accept or take any action to collect any payment on account of the Subordinated Obligations until the Obligations have been paid in full in cash.

(ii) Prior Payment of Guaranteed Obligations. In any proceeding under the U.S. Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law relating to any other Loan Party, each Guarantor agrees that the Secured Parties shall be entitled to receive payment in full in cash of all Obligations (including all interest and expenses accruing after the commencement of a proceeding under any U.S. Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, whether or not constituting an allowed claim in such proceeding ("Post-Petition Interest")) before such Guarantor receives payment of any Subordinated Obligations.

(iii) Turn-Over. After the occurrence and during the continuance of any Event of Default, each Guarantor shall, if a Collateral Agent so requests, collect, enforce and receive payments on account of the Subordinated Obligations as trustee for the Secured Parties and deliver such payments to the Collateral Agent (for the benefit of the Secured Parties and subject to the terms of the Senior Lender Intercreditor Agreement) on account of the Obligations (including all Post-Petition Interest), together with any necessary endorsements or other instruments of transfer, but without reducing or affecting in any manner the liability of such Guarantor under the other provisions of this Agreement.

(iv) Collateral Agent Authorization. After the occurrence and during the continuance of any Event of Default, the Collateral Agent is authorized and empowered (but without any obligation to so do), in its discretion (acknowledging the terms of the Senior Lender Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement, as applicable), (i) in the name of each Guarantor, to collect and enforce, and to submit claims in respect of, the Subordinated Obligations and to apply any amounts

received thereon to the Obligations (including any and all Post-Petition Interest), and (ii) to require each Guarantor (A) to collect and enforce, and to submit claims in respect of, the Subordinated Obligations and (B) to pay any amounts received on such obligations to the Collateral Agent for application to the Guaranteed Obligations (including any and all Post-Petition Interest) in each case in accordance with the terms of the Senior Lender Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement, as applicable.

(b) Each Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against any Borrower, any other Loan Party or any other insider guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's Obligations under or in respect of the guarantee set forth in Article II hereof or any other Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Secured Party against such Borrower, any other Loan Party or any other insider guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Borrower, any other Loan Party or any other insider guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Obligations and all other amounts payable under the guarantee set forth in Article II shall have been paid in full in cash and the Commitments shall have expired. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the latest of (a) the payment in full in cash of the Obligations and all other amounts payable under the guarantee set forth in Article II and (b) the termination or expiration of all Commitments, such amount shall be received and held in trust for the benefit of the Secured Parties, shall be segregated from other property and funds of such Guarantor and shall forthwith be paid or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Obligations (in accordance with the terms of the Senior Lender Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement, as applicable) and all other amounts payable under the guarantee set forth in Article II, whether matured or unmatured, in accordance with the terms of the Loan Documents, or to be held as Collateral for any Obligations or other amounts payable under such guarantee thereafter arising. If (i) any Guarantor shall make payment to any Secured Party of all or any part of the Obligations and (ii) all of the Obligations and all other amounts payable under the guarantee set forth in Article II shall have been paid in full in cash, the Administrative Agent will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Obligations resulting from such payment made by such Guarantor pursuant to such guarantee.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Party shall be given to it in care of the Company, with such notice to be given as provided in Section 9.01 of the Credit Agreement.

Section 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest in the Article 9 Collateral, the security interest in the Pledged Collateral and all obligations of each Pledgor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Pledgor in respect of the Obligations or this Agreement (other than a defense of payment or performance).

Section 7.03. Limitation By Law. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any party to this Agreement when a counterpart hereof executed on behalf of such party shall have been delivered to the Administrative Agent and the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such party, the Collateral Agent and each of their respective permitted successors and assigns, and shall inure to the benefit of such party, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that no party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each party and may be amended, modified, supplemented, waived or released with respect to any party without the approval of any other party and without affecting the obligations of any other party hereunder.

Section 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Pledgor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and assigns; *provided* that no Pledgor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent and the Administrative Agent. Unless otherwise agreed by the Administrative Agent, the Collateral Agent hereunder shall at all times be the same person that is the Administrative Agent under the Credit Agreement. Written notice of resignation by an Administrative Agent pursuant the Credit Agreement shall also constitute notice of resignation by such entity as the Collateral Agent under this Agreement, unless otherwise agreed by the Administrative Agent. Upon the acceptance of any appointment as an Administrative Agent under the Credit Agreement 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 Collateral Agent pursuant hereto, except as otherwise agreed by the Administrative Agent.

Section 7.06. Administrative Agent's and Collateral Agent's Fees and Expenses; Indemnification.

(a) The parties hereto agree that the Administrative Agent and the Collateral Agent shall each be entitled to reimbursement of their expenses incurred hereunder as provided in the Section 9.05 of each Credit Agreement.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Pledgor jointly and severally agrees to indemnify the Administrative Agent, the Collateral Agent and the other "Indemnitees" (as defined in Section 9.05 of the Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, (i) the execution, delivery or performance of this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto and thereto of their respective obligations thereunder or the consummation of the Transactions and other transactions contemplated hereby, (ii) the use of proceeds of the Loans or (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor,

accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

Section 7.07. Collateral Agent Appointed Attorneys-in-Fact. Each Pledgor hereby appoints the Collateral Agent an attorney-in-fact of such Pledgor for the purpose of carrying out the provisions of this Agreement, and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. The Collateral Agent shall have the right (acknowledging the terms of the Senior Lender Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement), upon the occurrence and during the continuance of any Event of Default, with full power of substitution either in the Collateral Agent's name or in the name of such Pledgor, (a) to receive, endorse, assign or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof, (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Collateral; (d) to sign the name of any Pledgor on any invoice or bill of lading relating to any of the Collateral; (e) to send verifications of Accounts to any Account Debtor; (f) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (g) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (h) to notify, or to require any Pledgor to notify, Account Debtors to make payment directly to any Collateral Agent or to the Administrative Agent; and (i) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Pledgor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

Section 7.08. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

Section 7.09. Waivers; Amendment.

(a) No failure or delay by the Collateral Agent, the Administrative Agent or any Lender in exercising any right, power or remedy hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or

remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of the Administrative Agent, the Collateral Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 7.09, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default or Event of Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with the terms of Section 9.08 of the Credit Agreement.

Section 7.10. WAIVER OF JURY TRIAL. **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10.**

Section 7.11. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 7.12. Counterparts and Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract, and shall become effective as provided in Section 7.04 hereof. Delivery of an executed counterpart to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed original. The effectiveness of this Agreement is conditioned upon the occurrence of the Closing Date.

Section 7.13. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 7.14. Jurisdiction; Consent to Service of Process.

(a) Each party to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, the Collateral Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Pledgor, or its properties, in the courts of any jurisdiction.

(b) (b) Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 7.15. Termination or Release.

(a) This Agreement, the guarantees made herein, the pledges made herein, the Security Interest and all other security interests granted hereby shall terminate when all the Loan Document Obligations (other than contingent or unliquidated obligations or liabilities with respect to which no claim has been asserted) have been paid in full in cash or immediately available funds and the Lenders have no further commitment to lend under the Credit Agreement.

(b) A Subsidiary Party shall automatically be released from its obligations hereunder and the security interests in the Collateral of such Subsidiary Party shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement, as a result of which such Subsidiary Party ceases to be a Subsidiary of the Company or otherwise ceases to be a Guarantor; *provided* that the Required Lenders shall have consented to such transaction (to the extent such consents are required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Upon any sale or other transfer by any Pledgor of any Collateral that is permitted under the Credit Agreement to any person that is not a Pledgor, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to the terms of Section 9.08 of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) of this Section 7.15, the Collateral Agent shall execute and deliver to any Pledgor, at such Pledgor's expense, all documents that such Pledgor shall reasonably request to evidence such termination or release; *provided,* that the Collateral Agent shall not be required to take any action

under this Section 7.15(d) unless such Pledgor shall have delivered to the Collateral Agent together with such request, which may be incorporated into such request, (i) a reasonably detailed description of the Collateral, which in any event shall be sufficient to effect the appropriate termination or release without affecting any other Collateral, and (ii) a certificate of a Responsible Officer of the Company or such Pledgor certifying that the transaction giving rise to such termination or release is permitted by each Credit Agreement and was consummated in compliance with the Loan Documents. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent.

Section 7.16. Additional Subsidiaries. Upon execution and delivery by the Collateral Agent and any Subsidiary that is required to become a party hereto by Section 5.10 of the Credit Agreement of an instrument in the form of Exhibit A hereto, such subsidiary shall become a Subsidiary Party hereunder with the same force and effect as if originally named as a Subsidiary Party herein. The execution and delivery of any such instrument shall not require the consent of any other party to this Agreement. The rights and obligations of each party to this Agreement shall remain in full force and effect notwithstanding the addition of any new party to this Agreement.

Section 7.17. Right of Set-off. If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender to or for the credit or the account of any party to this Agreement against any of and all the obligations of such party now or hereafter existing under this Agreement owed to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section 7.17 are in addition to other rights and remedies (including other rights of set-off) that such Lender may have.

Section 7.18. Intercreditor Agreements. Notwithstanding anything to the contrary contained herein, the Grantors shall execute a Term Loan Joinder to Senior Lender Intercreditor Agreement, a Term Loan Joinder to Second Priority Intercreditor Agreement and a Term Loan Joinder to Senior Fixed Collateral Intercreditor Agreement, and the terms of this Agreement shall be subject to the terms of the Senior Lender Intercreditor Agreement, the Second Priority Intercreditor Agreement and the Senior Fixed Collateral Intercreditor Agreement, and in the event of any inconsistency between any provision herein and therein, the terms of the applicable lntercreditor Agreement shall govern. In accordance with the provisions of the Credit Agreement, the Collateral Agent is acting herein as Collateral Agent for the Secured Parties under the Credit Agreement. Anything contained herein or in any of the other Loan Documents to the contrary notwithstanding, the Collateral Agent shall not be required to take any action under this Agreement that would result in a breach by the Collateral Agent of its obligations under any other Loan Document. So long as the Senior Lender Intercreditor Agreement and/or the Senior Fixed Collateral Intercreditor Agreement is outstanding, any requirement of this Agreement to deliver Collateral to the Collateral Agent shall be deemed satisfied by delivery of such Collateral to the applicable agent under the applicable Intercreditor Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BERRY GLOBAL, INC.

By: _____
Name:
Title:

BERRY GLOBAL GROUP, INC.,

By: _____
Name:
Title:

Goldman Sachs Bank USA
,
as Collateral Agent

By: _____
Name:
Title:

:

AEROCON, LLC
AVINTIV ACQUISITION CORPORATION
AVINTIV INC.
AVINTIV SPECIALTY MATERIALS INC.
BERRY FILM PRODUCTS ACQUISITION COMPANY, INC.
BERRY FILM PRODUCTS COMPANY, INC.
BERRY PLASTICS ACQUISITION CORPORATION V
BERRY PLASTICS ACQUISITION CORPORATION XII
BERRY PLASTICS ACQUISITION CORPORATION XIII
BERRY GLOBAL FILMS, LLC
BERRY PLASTICS ACQUISITION LLC X
BERRY PLASTICS DESIGN, LLC
BERRY PLASTICS FILMCO, INC.
BERRY PLASTICS 1K, LLC
BERRY PLASTICS OPCO, INC.
BERRY PLASTICS SP, INC.
BERRY PLASTICS TECHNICAL SERVICES, INC.
BERRY SPECIALTY TAPES, LLC
BERRY STERLING CORPORATION
BPREX BRAZIL HOLDING INC.
BPREX CLOSURE SYSTEMS, LLC
BPREX CLOSURES KENTUCKY INC.
BPREX CLOSURES, LLC
BPREX DELTA INC.
BPREX HEALTHCARE BROOKVILLE INC.
BPREX HEALTHCARE PACKAGING INC.
BPREX PLASTIC PACKAGING INC.
BPREX PLASTICS SERVICES COMPANY INC.
BPREX PRODUCT DESIGN AND ENGINEERING INC.
BPREX SPECIALTY PRODUCTS PUERTO RICO INC.
CAPLAS LLC
CAPLAS NEPTUNE, LLC
CAPTIVE PLASTICS HOLDINGS, LLC
CAPTIVE PLASTICS, LLC
CARDINAL PACKAGING, INC.
CHICOPEE, INC.
COVALENCE SPECIALTY ADHESIVES LLC
COVALENCE SPECIALTY COATINGS LLC
CPI HOLDING CORPORATION
DOMINION TEXTILE (USA), L.L.C.
FABRENE, L.L.C.
FIBERWEB GEOS, INC.

FIBERWEB, LLC
KERR GROUP, LLC
KNIGHT PLASTICS, LLC
OLD HICKORY STEAMWORKS, LLC
PACKERWARE, LLC
PESCOR, INC.
PGI EUROPE, INC.
PGI POLYMER, INC.
PLIANT INTERNATIONAL, LLC
PLIANT, LLC
POLY-SEAL, LLC
PRIME LABEL & SCREEN INCORPORATED
PRISTINE BRANDS CORPORATION
PROVIDENCIA USA, INC.
ROLLPAK CORPORATION
SAFFRON ACQUISITION, LLC
SEAL FOR LIFE INDUSTRIES, LLC
SETCO, LLC
SUN COAST INDUSTRIES, LLC
UNIPLAST HOLDINGS, LLC
UNIPLAST U.S., INC.
VENTURE PACKAGING, INC.
VENTURE PACKAGING MIDWEST, INC.

By:_____
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

LADDAWN, INC.
DUMPLING ROCK, LLC
ESTERO PORCH, LLC
LAMB'S GROVE, LLC
MILLHAM, LLC
SUGDEN, LLC

By:_____
Name: Jason K. Greene
Title: Executive Vice President

GRAFCO INDUSTRIES LIMITED PARTNERSHIP

By: Caplas Neptune, LLC, its General Partner

By:_____
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD LIMITED PARTNERSHIP

By: Berry Global, Inc., its General Partner

By:_____
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD REALTY TRUST

By: Laddawn, Inc., its Trustee

By:_____
Name: Jason K. Greene
Title: Executive Vice President

SCHEDULE I

SUBSIDIARY PARTIES

SCHEDULE II

PLEDGED STOCK

Number of Issuer Certificate	Registered Owner	Number and Class of Equity Interest	Percentage of Equity Interests

DEBT SECURITIES

Issuer	Principal Amount	Date of Note	Maturity Date

SCHEDULE III

INTELLECTUAL PROPERTY

Exhibit A
to Guarantee and
Collateral Agreement

SUPPLEMENT NO. _____ dated as of _____ (this "Supplement"), to the TERM LOAN GUARANTEE AND COLLATERAL AGREEMENT, dated and effective as of March 8, 2019 (the "Guarantee and Collateral Agreement"), among BERRY GLOBAL GROUP, INC. ("Holdings"), BERRY GLOBAL, INC. (the "Company"), each Subsidiary of the Company identified herein as a party (each, a "Subsidiary Party"), and Goldman Sachs Bank USA, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

A. Reference is made to (i) that certain Term Loan Credit Agreement, dated as of March 8, 2019, among Holdings, the Company, the lenders party thereto from time to time (the "Lenders"), and Goldman Sachs Bank USA, as administrative agent for the lenders named therein (in such capacity, the "Administrative Agent") and collateral agent for the lenders named therein (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement");

B. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement.

C. The Pledgors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans. Section 7.16 of the Guarantee and Collateral Agreement provides that additional Subsidiaries may become Subsidiary Parties under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Subsidiary") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Party under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Party, a Guarantor and a Pledgor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Party, a Guarantor and a Pledgor, and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Subsidiary Party, a Guarantor and a Pledgor thereunder, and (b) represents and warrants that the representations and warranties made by it as a Guarantor and a Pledgor thereunder are true and correct, in all material respects, on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create and grant to the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties a security interest in and Lien on all the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of the New Subsidiary. Each reference to a "Subsidiary Party" or a "Guarantor" a "Pledgor" in the Guarantee and Collateral Agreement shall be deemed to include the New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms,

subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors" rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) implied covenants of good faith and fair dealing.

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. This Supplement shall become effective when (a) the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary, and (b) the Collateral Agent has executed a counterpart hereof.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Article 9 Collateral of the New Subsidiary, (b) set forth on Schedule II attached hereto is a true and correct schedule of all the Pledged Securities of the New Subsidiary, and (c) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, disbursements and other charges of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Subsidiary and the Collateral Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY]

By: _____
Name:
Title:

Legal Name:

Jurisdiction of Formation:
:
Goldman Sachs Bank USA,
as Collateral Agent

By: _____
Name:
Title:

Schedule I
to Supplement No. _____ to the
Guarantee and
Collateral Agreement

LOCATION OF ARTICLE 9 COLLATERAL

Description	Location

Schedule II
to Supplement No. _____
to the Guarantee and
Collateral Agreement

Pledged Securities of the New Subsidiary

EQUITY INTERESTS

Number of Issuer Certificate	Registered Owner	Number and Class of Equity Interest	Percentage of Equity Interests

DEBT SECURITIES

Issuer	Principal Amount	Date of Note	Maturity Date

OTHER PROPERTY

EXHIBIT F

[FORM OF]
TERM LOAN JOINDER TO SENIOR LENDER INTERCREDITOR AGREEMENT

[*See attached.*]

JOINDER AGREEMENT

JOINDER AGREEMENT (this "***Agreement***") dated as of March 8, 2019, among Goldman Sachs Bank USA (the "***New Administrative Agent***"), as an Other First Priority Lien Obligations Administrative Agent, Goldman Sachs Bank USA (the "***New Collateral Agent***"), as an Other First Priority Lien Obligations Collateral Agent, BANK OF AMERICA, N.A., as administrative agent for the Revolving Facility Secured Parties, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly, Credit Suisse, Cayman Islands Branch), as administrative agent for the Term Loan Secured Parties, BANK OF AMERICA, N.A., as collateral agent for the Revolving Facility Secured Parties, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Term Loan Secured Parties, any Other Representative and Other Collateral Agent from time to time a party hereto, Berry Global Group, Inc., a Delaware corporation ("***Holdings***"), Berry Global, Inc., a Delaware corporation (the "***Company***") and the subsidiaries of the Company signatory hereto.

This Agreement is supplemental to that certain Second Amended and Restated Senior Lender Priority and Intercreditor Agreement, dated as of February 5, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), among BANK OF AMERICA, N.A., as administrative agent for the Revolving Facility Secured Parties, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly, Credit Suisse, Cayman Islands Branch), as administrative agent for the Term Loan Secured Parties, BANK OF AMERICA, N.A., as collateral agent for the Revolving Facility Secured Parties, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly, Credit Suisse, Cayman Islands Branch), as collateral agent for the Term Loan Secured Parties, Holdings, the Company and the subsidiaries of the Company party thereto. This Agreement has been entered into to record the accession of the New Administrative Agent as an Other First Priority Lien Obligations Administrative Agent under the Intercreditor Agreement and to record the accession of the New Collateral Agent as an Other First Priority Lien Obligations Collateral Agent under the Intercreditor Agreement.

ARTICLE I

Definitions

SECTION 1.01 Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Intercreditor Agreement.

ARTICLE II

Accession

SECTION 2.01 The New Administrative Agent agrees to become, with immediate effect, a party to and agrees to be bound by the terms of, the Intercreditor Agreement as an Other First Priority Lien Obligations Administrative Agent as if it had originally been party to the Intercreditor Agreement as an Other First Priority Lien Obligations Administrative Agent.

SECTION 2.02 The New Collateral Agent agrees to become, with immediate effect, a party to and agrees to be bound by the terms of, the Intercreditor Agreement as an Other First Priority Lien Obligations Collateral Agent as if it had originally been party to the Intercreditor Agreement as an Other First Priority Lien Obligations Collateral Agent.

SECTION 2.03 The New Administrative Agent and the New Collateral Agent each confirm that their address details for notices pursuant to the Intercreditor Agreement are as follows:

Goldman Sachs Bank USA
2001 Ross Ave, 29th Floor
Dallas, TX 75201
Telephone: 972-368-2323
Facsimile: (646) 769-7829
E-mail: gs-dallas-adminagency@ny.email.gs.com and gs-sbdagency-borrowernotices@ny.email.gs.com
Attention: SBD Operations

With a copy to:

Goldman Sachs Bank USA
200 West Street
New York, NY 10282
Attn: Bank Debt Portfolio Group
Joshua Desai
Joshua.desai@gs.com
212-357-1706

SECTION 2.04 Each party to this Agreement (other than the New Administrative Agent and New Collateral Agent) confirms the acceptance of the New Administrative Agent and the New Collateral Agent as an Other First Priority Lien Obligations Administrative Agent and an Other First Priority Lien Obligations Collateral Agent, respectively, for purposes of the Intercreditor Agreement.

SECTION 2.05 Except as expressly provided herein, in the Intercreditor Agreement or in any Other First Priority Lien Obligations Security Documents, the New Administrative Agent is acting in the capacity of Other First Priority Lien Obligations Administrative Agent and the New Collateral Agent is acting in the capacity as Other First Priority Lien Obligations Collateral Agent solely for themselves and the lenders under the term loan credit agreement, dated as of March 8, 2019, among Holdings, the Company, the New Collateral Agent, as collateral agent and the New Administrative Agent, as administrative agent (as amended, restated, supplemented or otherwise modified from time to time, the "***New Credit Agreement***").

ARTICLE III

Miscellaneous

SECTION 3.01 This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 3.02 This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 3.03 The effectiveness of this Agreement is conditioned upon the occurrence of the Closing Date (as defined in the New Credit Agreement).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BERRY GLOBAL GROUP, INC.

By: _____
Name: Mark W. Miles
Title: Chief Financial Officer and Treasurer

BERRY GLOBAL, INC.

By: _____
Name: Mark W. Miles
Title: Chief Financial Officer and Treasurer

AEROCON, LLC
AVINTIV ACQUISITION CORPORATION
AVINTIV INC.
AVINTIV SPECIALTY MATERIALS INC.
BERRY FILM PRODUCTS ACQUISITION COMPANY, INC.
BERRY FILM PRODUCTS COMPANY, INC.
BERRY PLASTICS ACQUISITION CORPORATION V
BERRY PLASTICS ACQUISITION CORPORATION XII
BERRY PLASTICS ACQUISITION CORPORATION XIII
BERRY GLOBAL FILMS, LLC
BERRY PLASTICS ACQUISITION LLC X
BERRY PLASTICS DESIGN, LLC
BERRY PLASTICS FILMCO, INC.
BERRY PLASTICS 1K, LLC
BERRY PLASTICS OPCO, INC.
BERRY PLASTICS SP, INC.
BERRY PLASTICS TECHNICAL SERVICES, INC.
BERRY SPECIALTY TAPES, LLC
BERRY STERLING CORPORATION
BPREX BRAZIL HOLDING INC.
BPREX CLOSURE SYSTEMS, LLC
BPREX CLOSURES KENTUCKY INC.
BPREX CLOSURES, LLC
BPREX DELTA INC.
BPREX HEALTHCARE BROOKVILLE INC.
BPREX HEALTHCARE PACKAGING INC.
BPREX PLASTIC PACKAGING INC.
BPREX PLASTICS SERVICES COMPANY INC.
BPREX PRODUCT DESIGN AND ENGINEERING INC.
BPREX SPECIALTY PRODUCTS PUERTO RICO INC.
CAPLAS LLC
CAPLAS NEPTUNE, LLC
CAPTIVE PLASTICS HOLDINGS, LLC
CAPTIVE PLASTICS, LLC
CARDINAL PACKAGING, INC.
CHICOPEE, INC.
COVALENCE SPECIALTY ADHESIVES LLC
COVALENCE SPECIALTY COATINGS LLC
CPI HOLDING CORPORATION

DOMINION TEXTILE (USA), L.L.C.

FABRENE, L.L.C.
FIBERWEB GEOS, INC.
FIBERWEB, LLC
KERR GROUP, LLC
KNIGHT PLASTICS, LLC

OLD HICKORY STEAMWORKS, LLC
PACKERWARE, LLC
PESCOR, INC.
PGI EUROPE, INC.
PGI POLYMER, INC.
PLIANT INTERNATIONAL, LLC
PLIANT, LLC
POLY-SEAL, LLC
PRIME LABEL & SCREEN INCORPORATED
PRISTINE BRANDS CORPORATION
PROVIDENCIA USA, INC.
ROLLPAK CORPORATION
SAFFRON ACQUISITION, LLC
SEAL FOR LIFE INDUSTRIES, LLC
SETCO, LLC
SUN COAST INDUSTRIES, LLC
UNIPLAST HOLDINGS, LLC
UNIPLAST U.S., INC.
VENTURE PACKAGING, INC.
VENTURE PACKAGING MIDWEST, INC.

By:_____
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

LADDAWN, INC.
DUMPLING ROCK, LLC
ESTERO PORCH, LLC
LAMB'S GROVE, LLC
MILLHAM, LLC
SUGDEN, LLC

By:_____
Name: Jason K. Greene
Title: Executive Vice President

GRAFCO INDUSTRIES LIMITED PARTNERSHIP

By: Caplas Neptune, LLC, its General Partner

By:_____
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD LIMITED PARTNERSHIP

By: Berry Global, Inc., its General Partner

By:_____
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD REALTY TRUST

By: Laddawn, Inc., its Trustee

By:_____
Name: Jason K. Greene
Title: Executive Vice President

GOLDMAN SACHS BANK USA, as New Administrative Agent and New Collateral Agent

By: _____
Name: _____
Title: _____

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Term Facility Administrative Agent, Term Facility Collateral Agent and as First Lien Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., as Revolving Facility Administrative Agent, Revolving Facility Collateral Agent and as First Lien Agent

By: _____
Name: _____
Title: _____

EXHIBIT G

[FORM OF]
TERM LOAN JOINDER TO SECOND PRIORITY INTERCREDITOR AGREEMENT

[*See attached.*]

JOINDER AGREEMENT

JOINDER AGREEMENT (this "***Agreement***") dated as of March 8, 2019, among Goldman Sachs Bank USA (the "***New Administrative Agent***"), as an Other First Priority Lien Obligations Administrative Agent for Other First Priority Lien Obligations, Goldman Sachs Bank USA (the "***New Collateral Agent***"), as Other First Priority Lien Obligations Collateral Agent for Other First Priority Lien Obligations, BANK OF AMERICA, N.A., as administrative agent for the Revolving Facility Secured Parties, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent for the Term Loan Secured Parties, BANK OF AMERICA, N.A., as collateral agent for the Revolving Facility Secured Parties, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Term Loan Secured Parties, U.S. BANK NATIONAL ASSOCIATION, as Second Priority Agent, U.S. BANK NATIONAL ASSOCIATION, as trustee under (i) that certain Indenture, dated as of May 22, 2014, among Berry Global, Inc., U.S. Bank National Association as trustee, and the other parties thereto providing for the issuance of 5.500% Second Priority Senior Secured Notes due 2022 (as supplemented from time to time, the "***2014 Second Priority Senior Secured Notes Indenture***"), (ii) that certain Indenture, dated as of June 5, 2015, among Berry Global, Inc. (formerly known as Berry Plastics Corporation), U.S. Bank National Association as trustee, and the other parties thereto providing for the issuance of 5.125% Second Priority Senior Secured Notes due 2023 (as supplemented from time to time, the "***June 2015 Second Priority Senior Secured Notes Indenture***"), (iii) that certain Indenture, dated as October 1, 2015, among Berry Global, Inc. (formerly known as Berry Plastics Corporation), U.S. Bank National Association as trustee, and the other parties thereto providing for the issuance of 6.00% Second Priority Senior Secured Notes due 2022 (as supplemented from time to time, the "***October 2015 Second Priority Senior Secured Notes Indenture***") and (iv) that certain Indenture, dated as January 26, 2018, among Berry Global, Inc., U.S. Bank National Association as trustee, and the other parties thereto providing for the issuance of 4.50% Second Priority Senior Secured Notes due 2026 (as supplemented from time to time, the "***2018 Second Priority Senior Secured Notes Indenture***"), BERRY GLOBAL GROUP, INC., a Delaware corporation ("Holdings"), BERRY GLOBAL, INC., a Delaware corporation (the "Company"), the subsidiaries of the Company party thereto, and any other First Lien Agent and other Second Priority Agent from time to time party hereto.

This Agreement is supplemental to that certain Second Amended and Restated Intercreditor Agreement, dated as of February 5, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), between BANK OF AMERICA, N.A., as administrative and collateral agent for the Revolving Facility Secured Parties, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative and collateral agent for the Term Loan Secured Parties, U.S. BANK NATIONAL ASSOCIATION, as Second Priority Agent, Holdings, the Company and its subsidiaries named therein, as supplemented from time to time prior to the date hereof and on the date hereof through the execution and delivery of this Agreement. This Agreement has been entered into to record the accession of the New Administrative Agent as an Other First Priority Lien Obligations Administrative Agent under the Intercreditor Agreement and to record the accession of the New Collateral Agent as an Other First Priority Lien Obligations Collateral Agent under the Intercreditor Agreement.

Definitions

Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Intercreditor Agreement.

Accession

A. The New Administrative Agent agrees to become, with immediate effect, a party to and agrees to be bound by the terms of, the Intercreditor Agreement as an Other First Priority Lien

Obligations Administrative Agent as if it had originally been party to the Intercreditor Agreement as an Other First Priority Lien Obligations Administrative Agent.

B. The New Collateral Agent agrees to become, with immediate effect, a party to and agrees to be bound by the terms of, the Intercreditor Agreement as an Other First Priority Lien Obligations Collateral Agent as if it had originally been party to the Intercreditor Agreement as an Other First Priority Lien Obligations Collateral Agent.

C. The New Administrative Agent and the New Collateral Agent each confirm that their address details for notices pursuant to the Intercreditor Agreement are as follows:

Goldman Sachs Bank USA
2001 Ross Ave, 29th Floor
Dallas, TX 75201
Telephone: 972-368-2323
Facsimile: (646) 769-7829
E-mail: gs-dallas-adminagency@ny.email.gs.com and gs-sbdagency-borrowernotices@ny.email.gs.com
Attention: SBD Operations

With a copy to:

Goldman Sachs Bank USA
200 West Street
New York, NY 10282
Attn: Bank Debt Portfolio Group
Joshua Desai
Joshua.desai@gs.com
212-357-1706

D. Each party to this Agreement (other than the New Administrative Agent and the New Collateral Agent) confirms the acceptance of the New Administrative Agent and the New Collateral Agent as an Other First Priority Lien Obligations Administrative Agent and an Other First Priority Lien Obligations Collateral Agent, respectively, for purposes of the Intercreditor Agreement.

E. The New Administrative Agent is acting in the capacity of Other First Priority Lien Obligations Administrative Agent and the New Collateral Agent is acting in the capacity of Other First Priority Lien Obligations Collateral Agent solely for themselves and the lenders under the term loan credit agreement, dated as of March 8, 2019, among Holdings, the Company, the New Collateral Agent, as collateral agent and the New Administrative Agent, as administrative agent (as amended, restated, supplemented or otherwise modified from time to time, the "***New Credit Agreement***")

F. Pursuant to Section 11.09 of each of (i) the 2014 Second Priority Senior Secured Notes Indenture, (ii) the June 2015 Second Priority Senior Secured Notes Indenture, (iii) the October 2015 Second Priority Senior Secured Notes Indenture, and (iv) the 2018 Second Priority Senior Secured Notes Indenture, the Company designates the obligations under the New Credit Agreement as "First Priority Lien Obligations" under each of (i) the 2014 Second Priority Senior Secured Notes Indenture, (ii) the June 2015 Second Priority Senior Secured Notes Indenture, (iii) the October 2015 Second Priority Senior Secured Notes Indenture, and (iv) the 2018 Second Priority Senior Secured Notes Indenture. The Company hereby represents and warrants that (a) the incurrence of obligations under the New Credit

Agreement by the Company is permitted by each of (i) the 2014 Second Priority Senior Secured Notes Indenture, (ii) the June 2015 Second Priority Senior Secured Notes Indenture, (iii) the October 2015 Second Priority Senior Secured Notes Indenture, and (iv) the 2018 Second Priority Senior Secured Notes Indenture and (b) it has designated the obligations under the New Credit Agreement as Other First Priority Lien Obligations.

Miscellaneous

A. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

B. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

C. The effectiveness of this Agreement is conditioned upon the occurrence of the Closing Date (as defined in the New Credit Agreement).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BERRY GLOBAL, INC.

By: _____
Name: Mark W. Miles
Title: Chief Financial Officer and Treasurer

BERRY GLOBAL GROUP, INC.

By: _____
Name: Mark W. Miles
Title: Chief Financial Officer and Treasurer

AEROCON, LLC
AVINTIV ACQUISITION CORPORATION
AVINTIV INC.
AVINTIV SPECIALTY MATERIALS INC.
BERRY FILM PRODUCTS ACQUISITION COMPANY, INC.
BERRY FILM PRODUCTS COMPANY, INC.
BERRY PLASTICS ACQUISITION CORPORATION V
BERRY PLASTICS ACQUISITION CORPORATION XII
BERRY PLASTICS ACQUISITION CORPORATION XIII
BERRY GLOBAL FILMS, LLC
BERRY PLASTICS ACQUISITION LLC X
BERRY PLASTICS DESIGN, LLC
BERRY PLASTICS FILMCO, INC.
BERRY PLASTICS 1K, LLC
BERRY PLASTICS OPCO, INC.
BERRY PLASTICS SP, INC.
BERRY PLASTICS TECHNICAL SERVICES, INC.
BERRY SPECIALTY TAPES, LLC
BERRY STERLING CORPORATION
BPREX BRAZIL HOLDING INC.
BPREX CLOSURE SYSTEMS, LLC
BPREX CLOSURES KENTUCKY INC.
BPREX CLOSURES, LLC
BPREX DELTA INC.
BPREX HEALTHCARE BROOKVILLE INC.
BPREX HEALTHCARE PACKAGING INC.
BPREX PLASTIC PACKAGING INC.
BPREX PLASTICS SERVICES COMPANY INC.
BPREX PRODUCT DESIGN AND ENGINEERING INC.
BPREX SPECIALTY PRODUCTS PUERTO RICO INC.
CAPLAS LLC
CAPLAS NEPTUNE, LLC
CAPTIVE PLASTICS HOLDINGS, LLC
CAPTIVE PLASTICS, LLC
CARDINAL PACKAGING, INC.
CHICOPEE, INC.
COVALENCE SPECIALTY ADHESIVES LLC
COVALENCE SPECIALTY COATINGS LLC
CPI HOLDING CORPORATION
DOMINION TEXTILE (USA), L.L.C.
FABRENE, L.L.C.
FIBERWEB GEOS, INC.
FIBERWEB, LLC
KERR GROUP, LLC
KNIGHT PLASTICS, LLC
OLD HICKORY STEAMWORKS, LLC
PACKERWARE, LLC
PESCOR, INC.
PGI EUROPE, INC.
PGI POLYMER, INC.

PLIANT INTERNATIONAL, LLC
PLIANT, LLC
POLY-SEAL, LLC
PRIME LABEL & SCREEN INCORPORATED
PRISTINE BRANDS CORPORATION
PROVIDENCIA USA, INC.
ROLLPAK CORPORATION
SAFFRON ACQUISITION, LLC
SEAL FOR LIFE INDUSTRIES, LLC
SETCO, LLC
SUN COAST INDUSTRIES, LLC
UNIPLAST HOLDINGS, LLC
UNIPLAST U.S., INC.
VENTURE PACKAGING, INC.
VENTURE PACKAGING MIDWEST, INC.

By:_____
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

LADDAWN, INC.
DUMPLING ROCK, LLC
ESTERO PORCH, LLC
LAMB'S GROVE, LLC
MILLHAM, LLC
SUGDEN, LLC

By:_____
Name: Jason K. Greene
Title: Executive Vice President

GRAFCO INDUSTRIES LIMITED PARTNERSHIP

By: Caplas Neptune, LLC, its General Partner

By:_____
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD LIMITED PARTNERSHIP

By: Berry Global, Inc., its General Partner

By:_____
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD REALTY TRUST
By: Laddawn, Inc., its Trustee

By:_____
Name: Jason K. Greene

Title: Executive Vice President

GOLDMAN SACHS BANK USA, as New Administrative Agent and New Collateral Agent

By: _____
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Term Facility Administrative Agent, Term Facility Collateral Agent and as First Lien Agent

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

BANK OF AMERICA, N.A.,
as Revolving Facility Administrative Agent, Revolving Facility Collateral Agent and as First Lien Agent

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as existing Second Priority Agent

By: _____
Name:
Title:

EXHIBIT H

[FORM OF]
TERM LOAN JOINDER TO SENIOR FIXED COLLATERAL INTERCREDITOR AGREEMENT

[*See attached.*]

JOINDER AGREEMENT

JOINDER AGREEMENT (this "***Agreement***"), dated as of March 8, 2019, among Goldman Sachs Bank USA (the "***New Administrative Agent***"), as an Other First Priority Lien Obligations Administrative Agent, Goldman Sachs Bank USA (the "***New Collateral Agent***"), as an Other First Priority Lien Obligations Collateral Agent, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent for the Term Loan Secured Parties referred to herein, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Term Loan Secured Parties, BERRY GLOBAL GROUP, INC. ("***Holdings***"), BERRY GLOBAL, INC., a Delaware corporation (the "***Company***") the subsidiaries of the Company signatory thereto, and any other Senior Fixed Obligations Representative and other Senior Fixed Obligations Collateral Agent from time to time party hereto.

This Agreement is supplemental to that certain Senior Fixed Collateral Priority and Intercreditor Agreement, dated as of February 5, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), among CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative and collateral agent for the Term Loan Secured Parties, Holdings, the Company and each of its subsidiaries named therein, as supplemented on the date hereof through the execution and delivery of this Agreement. This Agreement has been entered into to record the accession of the New Administrative Agent as an Other First Priority Lien Obligations Administrative Agent under the Intercreditor Agreement and to record the accession of the New Collateral Agent as an Other First Priority Lien Obligations Collateral Agent under the Intercreditor Agreement.

ARTICLE I

Definitions

SECTION 1.01 Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Intercreditor Agreement.

ARTICLE II

Accession

SECTION 2.01 The New Administrative Agent agrees to become, with immediate effect, a party to and agrees to be bound by the terms of, the Intercreditor Agreement as an Other First Priority Lien Obligations Administrative Agent as if it had originally been party to the Intercreditor Agreement as an Other First Priority Lien Obligations Administrative Agent.

SECTION 2.02 The New Collateral Agent agrees to become, with immediate effect, a party to and agrees to be bound by the terms of, the Intercreditor Agreement as an Other First Priority Lien Obligations Collateral Agent as if it had originally been party to the Intercreditor Agreement as an Other First Priority Lien Obligations Collateral Agent.

SECTION 2.03 The New Administrative Agent and the New Collateral Agent each confirm that their address details for notices pursuant to the Intercreditor Agreement are as follows:

Goldman Sachs Bank USA
2001 Ross Ave, 29th Floor
Dallas, TX 75201
Telephone: 972-368-2323
Facsimile: (646) 769-7829
E-mail: gs-dallas-adminagency@ny.email.gs.com and gs-sbdagency-borrowernotices@ny.email.gs.com
Attention: SBD Operations

With a copy to:

Goldman Sachs Bank USA
200 West Street
New York, NY 10282
Attn: Bank Debt Portfolio Group
Joshua Desai
Joshua.desai@gs.com
212-357-1706

SECTION 2.04 Each party to this Agreement (other than the New Administrative Agent and New Collateral Agent) confirms the acceptance of the New Administrative Agent and the New Collateral Agent as an Other First Priority Lien Obligations Administrative Agent and an Other First Priority Lien Obligations Collateral Agent, respectively, for purposes of the Intercreditor Agreement.

SECTION 2.05 Except as expressly provided herein, in the Intercreditor Agreement or in any Other First Priority Lien Obligations Security Documents, the New Administrative Agent is acting in the capacity of Other First Priority Lien Obligations Administrative Agent and the New Collateral Agent is acting in the capacity as Other First Priority Lien Obligations Collateral Agent solely for themselves and the lenders under the term loan credit agreement, dated as of March 8, 2019, among Holdings, the Company, the New Collateral Agent, as collateral agent and the New Administrative Agent, as administrative agent (as amended, restated, supplemented or otherwise modified from time to time, the "***New Credit Agreement***").

ARTICLE III

Miscellaneous

SECTION 3.01 This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 3.02 This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 3.03 The effectiveness of this Agreement is conditioned upon the occurrence of the Closing Date (as defined in the New Credit Agreement).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BERRY GLOBAL GROUP, INC.

By: _____
Name: Mark W. Miles
Title: Chief Financial Officer and Treasurer

BERRY GLOBAL, INC.

By: _____
Name: Mark W. Miles
Title: Chief Financial Officer and Treasurer

AEROCON, LLC
AVINTIV ACQUISITION CORPORATION
AVINTIV INC.
AVINTIV SPECIALTY MATERIALS INC.
BERRY FILM PRODUCTS ACQUISITION COMPANY, INC.
BERRY FILM PRODUCTS COMPANY, INC.
BERRY PLASTICS ACQUISITION CORPORATION V
BERRY PLASTICS ACQUISITION CORPORATION XII
BERRY PLASTICS ACQUISITION CORPORATION XIII
BERRY GLOBAL FILMS, LLC
BERRY PLASTICS ACQUISITION LLC X
BERRY PLASTICS DESIGN, LLC
BERRY PLASTICS FILMCO, INC.
BERRY PLASTICS 1K, LLC
BERRY PLASTICS OPCO, INC.
BERRY PLASTICS SP, INC.
BERRY PLASTICS TECHNICAL SERVICES, INC.
BERRY SPECIALTY TAPES, LLC
BERRY STERLING CORPORATION
BPREX BRAZIL HOLDING INC.
BPREX CLOSURE SYSTEMS, LLC
BPREX CLOSURES KENTUCKY INC.
BPREX CLOSURES, LLC
BPREX DELTA INC.
BPREX HEALTHCARE BROOKVILLE INC.
BPREX HEALTHCARE PACKAGING INC.
BPREX PLASTIC PACKAGING INC.
BPREX PLASTICS SERVICES COMPANY INC.
BPREX PRODUCT DESIGN AND ENGINEERING INC.
BPREX SPECIALTY PRODUCTS PUERTO RICO INC.
CAPLAS LLC
CAPLAS NEPTUNE, LLC
CAPTIVE PLASTICS HOLDINGS, LLC
CAPTIVE PLASTICS, LLC
CARDINAL PACKAGING, INC.
CHICOPEE, INC.
COVALENCE SPECIALTY ADHESIVES LLC
COVALENCE SPECIALTY COATINGS LLC

CPI HOLDING CORPORATION
DOMINION TEXTILE (USA), L.L.C.
FABRENE, L.L.C.
FIBERWEB GEOS, INC.
FIBERWEB, LLC
KERR GROUP, LLC
KNIGHT PLASTICS, LLC
OLD HICKORY STEAMWORKS, LLC
PACKERWARE, LLC
PESCOR, INC.
PGI EUROPE, INC.
PGI POLYMER, INC.
PLIANT INTERNATIONAL, LLC
PLIANT, LLC
POLY-SEAL, LLC
PRIME LABEL & SCREEN INCORPORATED
PRISTINE BRANDS CORPORATION
PROVIDENCIA USA, INC.
ROLLPAK CORPORATION
SAFFRON ACQUISITION, LLC
SEAL FOR LIFE INDUSTRIES, LLC
SETCO, LLC
SUN COAST INDUSTRIES, LLC
UNIPLAST HOLDINGS, LLC
UNIPLAST U.S., INC.
VENTURE PACKAGING, INC.
VENTURE PACKAGING MIDWEST, INC.

By: _____

Name Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

LADDAWN, INC.
DUMPLING ROCK, LLC
ESTERO PORCH, LLC
LAMB'S GROVE, LLC
MILLHAM, LLC
SUGDEN, LLC

By: _____
Name: Jason K. Greene
Title: Executive Vice President

GRAFCO INDUSTRIES LIMITED PARTNERSHIP

By: Caplas Neptune, LLC, its General Partner

By: _____
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD LIMITED PARTNERSHIP

By: Berry Global, Inc., its General Partner

By: _____
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD REALTY TRUST

By: Laddawn, Inc., its Trustee

By: _____
Name: Jason K. Greene
Title: Executive Vice President

GOLDMAN SACHS BANK USA, as New Administrative Agent and New Collateral Agent

By: _____
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Term Facility Administrative Agent, Term Facility Collateral Agent and as First Lien Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 1.01(a)

Certain U.S. Subsidiaries

Berry Plastics Acquisition Corporation XIV, LLC

Schedule 1.01 (c)

Mortgaged Properties

Chicopee, Inc.

111 Excellence Lane, Mooresville, NC 28115

1020 Shenandoah Village Drive, Waynesboro, VA 22980

1203 Chicopee Road, Benson, NC 27504

Fiberweb, LLC

70 Old Hickory Boulevard, Old Hickory, TN 37138

Berry Global Films, LLC

20 Elmwood Drive, Mountaintop, PA 18707

Berry Film Products Company, Inc. (f/k/a Clopay Plastic Products Company, Inc.)

531 E. Fourth St., Augusta, KY 41002

Schedule 1.01(d)

Immaterial Subsidiaries

Berry Plastics Acquisition Corporation XIV, LLC
Berry Plastics Asia Pte. Ltd.
Berry Plastics de Mexico, S. de R.L. de C.V.
Grupo de Servicios Berpla, S. de R.L. de C.V.

Schedule 1.01(i)

Unrestricted Subsidiaries

None.

Schedule 2.01

Commitments

Initial Euro Term Loan Commitment

Lender	**Commitment**
Goldman Sachs Bank USA	€790,324,000.00
Goldman Sachs Lending Partners, LLC	€459,676,000.00
Wells Fargo Bank, National Association	€1,250,000,000.00
Total	€2,500,000,000.00

Initial Sterling Term Loan Commitment

Lender	**Commitment**
Goldman Sachs Bank USA	£126,452,000.00
Goldman Sachs Lending Partners, LLC	£73,548,000.00
Wells Fargo Bank, National Association	£200,000,000.00
Total	£400,000,000.00

Backstop Term Q Commitment

Lender	**Commitment**
Goldman Sachs Bank USA	$488,420,000.00
Goldman Sachs Lending Partners, LLC	$284,080,000.00
Wells Fargo Bank, National Association	$772,500,000.00
Total	$1,545,000,000.00

Backstop Term R Commitment

Lender	**Commitment**
Goldman Sachs Bank USA	$155,852,000.00
Goldman Sachs Lending Partners, LLC	$90,648,000.00
Wells Fargo Bank, National Association	$246,500,000.00
Total	$493,000,000.00

Backstop Term S Commitment

Lender	**Commitment**
Goldman Sachs Bank USA	$221,291,000.00
Goldman Sachs Lending Partners, LLC	$128,709,000.00
Wells Fargo Bank, National Association	$350,000,000.00
Total	$700,000,000.00

Backstop Term T Commitment

Lender	**Commitment**
Goldman Sachs Bank USA	$257,330,000.00
Goldman Sachs Lending Partners, LLC	$149,670,000.00
Wells Fargo Bank, National Association	$407,000,000.00
Total	$814,000,000.00

Schedule 3.01

Organization and Good Standing

Chocksett Road Realty Trust is a Massachusetts realty trust created by a Declaration of Trust filed in the Office of the Worchester Registry of Deeds.

Schedule 3.04

Governmental Approvals

Filings, notifications, and/or authorizations or clearances sought under or in respect of:

1. European Union merger control pursuant to Council Regulation (EC) 139/2004 (including any referral to a National Competition Authority of any Member State of the European Union);
2. United States of America merger control pursuant to the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976 (as amended) and the regulations promulgated thereunder;
3. China merger control pursuant to the Anti-Monopoly Law of the People's Republic of China;
4. Mexican merger control pursuant to the Mexican Federal Economic Competition Law;
5. Russian merger control pursuant to Federal Law No. 135-FZ (as amended);
6. South African merger control pursuant to South African Competition Act; and
7. Turkish merger control pursuant to the Law on Protection of Competition No. 4054 dated December 13, 1994 and Article 5 et seq. of the Turkish Competition Board's Communiqué No. 2010/4.

Schedule 3.07(b)

Possession under Leases

None.

Schedule 3.08(a)

Subsidiaries

Schedule 3.08(a) sets forth as of the Effective Date the name and jurisdiction of incorporation, formation or organization of each subsidiary of Holdings and, as to each such subsidiary, the percentage of each class of Equity Interests owned by Holdings or by any such subsidiary.

	Name of Company	Country	State	Parent/Owned by	Percentage of Outstanding Shares/ Membership/ Partnership Interests
	159422 Canada Inc.	Canada		DT Acquisition, Inc.	35.00%
	AEP Canada Inc.	Canada		Berry Global Films, LLC	100.00%
	AEP Industries Finance Inc.	USA	DE	Berry Global Films, LLC	100.00%
	AeroCon, LLC	USA	DE	Berry Global, Inc.	100.00%
	Aspen Industrial S.A. de C.V.	Mexico		Pliant, LLC and Pliant Corporation International (1 share)	100.00%
	AVINTIV Inc.	USA	DE	Berry Global, Inc.	100.00%
	AVINTIV Acquisition Corporation	USA	DE	AVINTIV Inc.	100.00%
	AVINTIV Specialty Materials, Inc.	USA	DE	AVINTIV Acquisition Corporation	100.00%
	Berry Film Products Acquisition Company, Inc. (f/k/a Clopay Plastic Products Acquisition Company, Inc.)	USA	DE	Berry Film Products Company, Inc. (f/k/a Clopay Plastic Products Company, Inc.)	100.00%
	Berry Film Products Company, Inc. (f/k/a Clopay Plastic Products Company, Inc.)	USA	DE	Berry Global, Inc.	100.00%
	Berry Global Films, LLC (f/k/a Berry Plastics Acquisition Corporation XV, LLC)	USA	DE	Berry Global, Inc.	100.00%
	Berry Global Group, Inc. (f/k/a Berry Plastics Group, Inc.)	USA	DE		
	Berry Global, Inc. (f/k/a Berry Plastics Corporation)	USA	DE	Berry Plastics Group, Inc.	100.00%
	Berry Plastics Acquisition Corporation V	USA	DE	Berry Global, Inc.	100.00%
	Berry Plastics Acquisition Corporation XII	USA	DE	Berry Global, Inc.	100.00%
	Berry Plastics Acquisition Corporation XIII	USA	DE	Berry Global, Inc.	100.00%
	Berry Plastics Acquisition Corporation XIV, LLC	USA	DE	Berry Global, Inc.	100.00%
	Berry Plastics Acquisition LLC II	USA	DE	Berry Global, Inc.	100.00%

	Name of Company	Country	State	Parent/Owned by	Percentage of Outstanding Shares/ Membership/ Partnership Interests
	Berry Plastics Acquisition LLC X	USA	DE	Berry Global, Inc.	100.00%
	Berry Plastics Asia Pacific Limited	Hong Kong		Berry Plastics Hong Kong Limited	100.00%
	Berry Plastics Asia Pte. Ltd.	Singapore		Berry Plastics International B.V.	100.00%
	Berry Plastics Beheer B.V.	Netherlands		Berry Global Dutch Holding B.V.	100.00%
	Berry Plastics Canada, Inc.	Canada		Berry Global, Inc.	100.00%
	Berry Plastics de Mexico, S. de R.L. de C.V.	Mexico		Berry Plastics Acquisition Corporation V	100.00%
	Berry Plastics Design, LLC	USA	DE	Berry Global, Inc.	100.00%
	Berry Global Dutch Holding B.V.	Netherlands		Berry Plastics International B.V.	100.00%
	Berry Plastics Escrow Corporation	USA	DE	Berry Global, Inc.	100.00%
	Berry Plastics Escrow, LLC	USA	DE	Berry Global, Inc.	100.00%
	Berry Plastics Filmco, Inc.	USA	DE	Berry Global, Inc.	100.00%
	Berry Plastics France Holdings SAS	France		Berry Plastics International B.V.	100.00%
	Berry Plastics GmbH	Germany		Berry Plastics Holding GmbH & Co. KG	100.00%
	Berry Plastics Holding GmbH & Co. KG	Germany		Berry Plastics International GmbH is the General Partner and Berry Plastics International B.V. is the limited partner	100.00%
	Berry Plastics Hong Kong Limited	Hong Kong		Berry Plastics International B.V.	100.00%
	Berry Plastics IK, LLC	USA	DE	Berry Global, Inc.	100.00%
	Berry Plastics International B.V.	Netherlands		Berry Plastics International C.V.	100.00%
	Berry Plastics International C.V.	Netherlands		Pliant, LLC (1%) and Berry Global, Inc. (99%)	100.00%
	Berry Plastics International GmbH	Germany		Berry Plastics International B.V.	100.00%
	Berry Plastics International, LLC	USA	DE	Berry Plastics International B.V.	100.00%
	Berry Plastics Malaysia SDN BHD	Malaysia		Berry Plastics Singapore Pte. Ltd.	60.00%
	Berry Plastics Opco, Inc.	USA	DE	Berry Global, Inc.	100.00%
	Berry Plastics Qingdao Limited	CHINA		Berry Plastics Hong Kong Limited	100.00%

	Name of Company	Country	State	Parent/Owned by	Percentage of Outstanding Shares/ Membership/ Partnership Interests
	Berry Plastics SP, Inc.	USA	DE	Berry Global, Inc.	100.00%
	Berry Plastics Technical Services, Inc.	USA	DE	Venture Packaging, Inc.	100.00%
	Berry Specialty Tapes, LLC (f/k/a Berry Plastics Acquisition Corporation XI)	USA	DE	Berry Global, Inc.	100.00%
	Berry Sterling Corporation	USA	DE	Berry Global, Inc.	100.00%
	Bonlam, S.A. DE C.V.	Mexico		Pristine Brands Corporation	99.99%
	Bonlam, S.A. DE C.V.	Mexico		Chicopee, Inc.	0.01%
	BP Parallel, LLC	USA	DE	Berry Global, Inc.	100.00%
	BPRex Brazil Holding Inc.	USA	DE	BPRex Healthcare Brookville, Inc.	100.00%
	BPRex Closure Systems, LLC	USA	DE	Berry Global, Inc.	100.00%
	BPRex Closures Kentucky Inc.	USA	DE	Berry Global, Inc.	100.00%
	BPRex Closures, LLC	USA	DE	Berry Global, Inc.	100.00%
	BPRex de Mexico S.A. de R.L. de CV	Mexico		Berry Global, Inc. and Berry Plastics Acquisition LLC X (1 share)	100.00%
	BPRex Delta Inc.	USA	DE	Berry Global, Inc.	100.00%
	BPRex Healthcare Brookville Inc.	USA	DE	BPRex Plastic Packaging, Inc.	100.00%
	BPRex Healthcare Offranville	France		Berry Plastics France Holdings SAS	100.00%
	BPRex Healthcare Packaging, Inc.	USA	DE	BPRex Plastic Packaging, Inc.	100.00%
	BPRex Partipacoes Ltda	Brazil		Berry Plastics International B.V.	99.00%
	BPRex Partipacoes Ltda	Brazil		Berry Plastics Acquisition LLC X	1.00%
	BPRex Plastic Packaging (India Holdings) Limited	UK		Berry Plastics International B.V.	100.00%
	BPRex Plastic Packaging de Mexico S.A. de C.V.	Mexico		Berry Global, Inc.	50.00%
	BPRex Plastic Packaging de Mexico S.A. de C.V.	Mexico		BPRex Plastics Services Company Inc.	0.002%
	BPRex Plastic Packaging de Mexico S.A. de C.V.	Mexico		BPRex Healthcare Packaging, Inc.	49.998%
	BPRex Plastic Packaging, Inc.	USA	DE	Berry Global, Inc.	100.00%
	BPRex Plastic Services Company Inc.	USA	DE	BPRex Plastic Packaging, Inc.	100.00%
	BPRex Plasticos Do Brasil Ltda	Brazil		BPRex Partipacoes Ltda	100.00%

	Name of Company	Country	State	Parent/Owned by	Percentage of Outstanding Shares/ Membership/ Partnership Interests
	BPRex Product Design & Engineering Inc.	USA	MN	BPRex Healthcare Brookville, Inc.	100.00%
	BPRex Singapore Pte. Ltd.	Singapore		Berry Plastics International B.V.	100.00%
	BPRex Specialty Products Puerto Rico Inc.	USA	NJ	BPRex Plastic Packaging, Inc.	100.00%
	Caplas LLC	USA	DE	Captive Plastics LLC	100.00%
	Caplas Neptune, LLC	USA	DE	Captive Plastics LLC	100.00%
	Captive Plastics Holdings, LLC	USA	DE	Berry Plastics SP, Inc.	100.00%
	Captive Plastics, LLC	USA	DE	Berry Plastics SP, Inc.	100.00%
	Cardinal Packaging, Inc.	USA	DE	CPI Holding Corporation	100.00%
	Chicopee Asia, Limited	Hong Kong		Chicopee, Inc.	100.00%
	Chicopee Holdings B.V.	Netherlands		PGI Europe, Inc.	100.00%
	Chicopee Holdings C.V.	Netherlands		Chicopee Holdings, B.V.	99.99%
	Chicopee Holdings C.V.	Netherlands		PGI Holdings, B.V.	0.01%
	Chicopee, Inc.	USA	DE	PGI Polymer, Inc.	100.00%
	Chocksett Road Limited Partnership	USA	MA	Berry Global, Inc.	98% Limited Partnership Interests 2% General Partnership Interests
	Chocksett Road Realty Trust	USA	MA	Chocksett Road Limited Partnership	Sole Beneficiary
	Berry Acquisition Company do Brasil Ltda.	Brazil		Berry Holding Company do Brasil Ltda.	99.99%
	Berry Acquisition Company do Brasil Ltda.	Brazil		Berry Film Products Company, Inc. (f/k/a Clopay Plastic Products Company, Inc.)	00.01%
	Berry Aschersleben GmbH	Germany		Berry Europe GmbH	100.00%
	Berry do Brasil Ltda.	Brazil		Berry Acquisition Company do Brasil Ltda.	92.74%
	Berry do Brasil Ltda.	Brazil		Berry Holding Company do Brasil	00.01%

	Name of Company	Country	State	Parent/Owned by	Percentage of Outstanding Shares/ Membership/ Partnership Interests
				Ltda.	
	Berry do Brasil Ltda.	Brazil		Berry Film Products Company, Inc. (f/k/a Clopay Plastic Products Company, Inc.)	07.25%
	Berry Dombühl GmbH	Germany		Berry Europe GmbH	100.00%
	Berry Europe GmbH	Germany		Berry Film Products Company, Inc. (f/k/a Clopay Plastic Products Company, Inc.)	100.00%
	Berry Holding Company do Brasil Ltda.	Brazil		Berry Film Products Company, Inc. (f/k/a Clopay Plastic Products Company, Inc.)	99.99%
	Berry Holding Company do Brasil Ltda.	Brazil		Berry Global, Inc.	00.01%
	Berry Trading (Shanghai) Co., Ltd.	China		Berry Plastic Products Acquisition Company, Inc.	100.00%
	Companhai Providencia Industria e Comercio	Brazil		PGI Polimeros do Brazil S.A.	100.00%
	Covalence Specialty Adhesives LLC	USA	DE	Berry Global, Inc.	100.00%
	Covalence Specialty Coatings LLC	USA	DE	Berry Global, Inc.	100.00%
	CPI Holding Corporation	USA	DE	Berry Global, Inc.	100.00%
	CSM Mexico SPV LLC	USA	DE	Berry Global, Inc.	100.00%
	Dominion Textile (USA), L.L.C.	USA	DE	Chicopee, Inc.	100.00%
	Dominion Textile Inc.	Canada		DT Acquisition, Inc.	100.00%
	Dominion Textile Mauritius Inc.	Mauritius		PGI Polymer Group Inc.	100.00%
	Dounor SAS	France		PGI France Holdings SAS	100.00%
	DT Acquisition Inc.	Canada		AVINTIV Specialty Materials, Inc.	100.00%
	Dumpling Rock, LLC	USA	MA	Berry Global, Inc.	100.00%
	Estero Porch, LLC	USA	DE	Berry Global, Inc.	100.00%
	Fabrene, Inc.	Canada		Chicopee Holdings B.V.	100.00%
	Fabrene, L.L.C.	USA	DE	PGI Europe, Inc.	100.00%
	Fiberweb (Tianjin) Specialty Nonwovens Company Limited	China		Fiberweb Asia Pacific Limited	100.00%

	Name of Company	Country	State	Parent/Owned by	Percentage of Outstanding Shares/ Membership/ Partnership Interests
	Fiberweb Asia Pacific Limited	Hong Kong		Fiberweb Holdings Limited	100.00%
	Fiberweb Berlin GmbH	Germany		Fiberweb Holding Deutschland Gmbh	100.00%
	Fiberweb France SAS	France		PGI Holdings France SAS	100.00%
	Fiberweb Geos, Inc.	USA	VA	PGI Europe, Inc.	100.00%
	Fiberweb Geosynthetics Limited	UK		Fiberweb Holdings Limited	100.00%
	Fiberweb Geosynthetiques Sarl	France		Fiberweb France SAS	100.00%
	Fiberweb Holding Deutschland GmbH	Germany		Fiberweb Holdings Limited	100.00%
	Fiberweb Holdings Limited	UK		Fiberweb Limited	100.00%
	Fiberweb Italia S.p.A.	Italy		Fiberweb Holdings Limited	100.00%
	Fiberweb Limited	UK		PGI Acquisition Limited	100.00%
	Fiberweb Terno D'Isola Srl	Italy		Fiberweb Italia S.p.A.	100.00%
	Fiberweb, LLC f/k/a Fiberweb, Inc.	USA	DE	PGI Europe, Inc.	100.00%
	Fortunes Best Trading Limited	Hong Kong		Berry Plastics Hong Kong Ltd	100.00%
	Frans Nooren Afdichtingssystemen B.V.	Netherlands		Berry Plastics Beheer B.V.	100.00%
	Geca-Tapes B.V.	Netherlands		PGI Nonwovens B.V.	100.00%
	Genius World Holding Ltd	Hong Kong		Berry Plastics Hong Kong Ltd	100.00%
	Grafco Industries Limited Partnership	USA	MD	Caplas LLC	99.00%
	Grafco Industries Limited Partnership	USA	MD	Caplas Neptune, LLC	1.00%
	Grupo de Servicios Berpla, S. de R.L. de C.V.	Mexico		Berry Plastics Acquisition Corporation V	65.00%
	Jacinto Mexico, S.A. de C.V.	Mexico		Pliant, LLC	<1%
	Jacinto Mexico, S.A. de C.V.	Mexico		Aspen Industrial S.A. de C.V.	99+%
	Kerr Group, LLC	USA	DE	Berry Global, Inc.	100.00%
	Knight Plastics, LLC	USA	DE	Berry Plastics SP, Inc.	100.00%
	Korma S.p.A.	Italy		Fiberweb Italia S.p.A.	100.00%
	Laddawn, Inc.	USA	MA	Berry Global, Inc.	100.00%
	Lamb's Grove, LLC	USA	DE	Berry Global, Inc.	100.00%
	Millham, LLC	USA	DE	Berry Global, Inc.	100.00%
	Nanhai Nanxin Non Woven Co. Ltd	China		PGI Nonwovens (Mauritius)	100.00%

	Name of Company	Country	State	Parent/Owned by	Percentage of Outstanding Shares/ Membership/ Partnership Interests
	Old Hickory Steamworks, LLC	USA	DE	Fiberweb, LLC	100.00%
	Packerware, LLC	USA	DE	Berry Plastics SP, Inc.	100.00%
	Pescor, Inc.	USA	DE	Berry Global, Inc.	100.00%
	Pfizer Investment Ltd	Hong Kong		Berry Plastics Hong Kong Ltd	100.00%
	PGI Acquisition Limited	UK		PGI Europe, Inc.	100.00%
	PGI Argentina S.A.	Argentina		PGI Nonwovens B.V.	97.41%
	PGI Argentina S.A.	Argentina		PGI Netherlands Holdings (No. 2) B.V.	2.59%
	PGI Colombia LTDA	Columbia		Plymer Group Holdings C.V.	5.30%
	PGI Columbia LTDA	Columbia		PGI Netherlands Holdings (No. 2) B.V.	94.70%
	PGI Europe, Inc.	USA	DE	Chicopee, Inc.	100.00%
	PGI France Holdings SAS	France		PGI Netherlands Holdings B.V.	100.00%
	PGI France SAS	France		PGI France Holdings SAS	100.00%
	PGI Holdings B.V.	Netherlands		Chicopee Holdings B.V.	100.00%
	PGI Netherlands Holdings (NO. 2) B.V.	Netherlands		Polymer Group Holdings C.V.	100.00%
	PGI Netherlands Holdings B.V.	Netherlands		Polymer Group Holdings C.V.	100.00%
	PGI Non-Woven (China) Co. Ltd	China		PGI Nonwovens (Mauritius)	100.00%
	PGI Nonwovens (Mauritius)	Netherlands		PGI Polymer, Inc.	100.00%
	PGI Nonwovens B.V.	Netherlands		Polymer Group Holdings C.V.	94.90%
	PGI Nonwovens B.V.	Netherlands		Chicopee Holdings B.V.	5.10%
	PGI Nonwovens Germany GmbH	Germany		PGI Nonwovens B.V.	100.00%
	PGI Polimeros Do Brazil S.A.	Brazil		Polymer Group Holdings C.V.	99.80%
	PGI Polimeros Do Brazil S.A.	Brazil		PGI Netherlands Holdings B.V.	0.20%
	PGI Polymer, Inc.	USA	DE	Avintiv Specialty Materials, Inc.	100.00%
	PGI Spain S.L. U	Spain		Chicopee Holdings B.V.	100.00%
	Pliant de Mexico S.A. de C.V.	Mexico		Aspen Industrial S.A.	63.97%

	Name of Company	Country	State	Parent/Owned by	Percentage of Outstanding Shares/ Membership/ Partnership Interests
				de C.V.	
	Pliant de Mexico S.A. de C.V.	Mexico		Pliant, LLC	36.03%
	Pliant International, LLC	USA	DE	Pliant, LLC	100.00%
	Pliant, LLC	USA	DE	Berry Global, Inc.	100.00%
	Polymer Group Holdings C.V.	Netherlands		Chicopee Holdings C.V.	100.00%
	Poly-Seal, LLC	USA	DE	Berry Global, Inc.	100.00%
	Prime Label & Screen Incorporated	USA	WI	Berry Global, Inc.	100.00%
	Pristine Brands Corporation	USA	DE	PGI Europe, Inc.	100.00%
	Providencia USA, Inc.	USA	NC	Chicopee, Inc.	100.00%
	Rafypak, S.A. de C.V.	Mexico		Tyco Acquisition Alpha LLC	99.00%
	Rafypak, S.A. de C.V.	Mexico		CSM Mexico SPV LLC	1.00%
	Rexam Pharma Packaging India Pvt. Ltd.	India		BPRex Plastic Packaging (India) Ltd.	100.00%
	Rollpak Corporation	USA	DE	Berry Global, Inc.	100.00%
	Saffron Acquisition, LLC	USA	DE	Kerr Group, LLC	100.00%
	SCI Vertuquet	France		Dounor SAS	100.00%
	Seal for Life India Private Limited	India		Berry Global, Inc.	100.00%
	Seal for Life Industries Beta LLC	USA	DE	Seal for Life Industries Tijuana LLC	100.00%
	Seal for Life Industries BVBA	Belgium		Berry Plastics Acquisition LLC II and Berry Plastics Holding Gmbh & Co. KG (99.99%)	100.00%
	Seal for Life Industries Mexico, S. de R.L. de C.V.	Mexico		Seal for Life Industries Beta LLC	99+%
	Seal for Life Industries Mexico, S. de R.L. de C.V.	Mexico		Seal for Life Industries Tijuana LLC	One Share
	Seal for Life Industries Tijuana LLC	USA	DE	Berry Global, Inc.	100.00%
	Seal for Life Industries, LLC	USA	DE	Berry Global, Inc.	100.00%
	Setco, LLC	USA	DE	Kerr Group, LLC	100.00%
	Stopaq B.V.	Netherlands		Berry Plastics Beheer B.V.	100.00%
	Stopaq Saudi Factory LLC	Saudi		Stopaq B.V.	51.00%
	Sugden, LLC	USA	DE	Berry Global, Inc.	100.00%
	Sun Coast Industries, LLC	USA	DE	Saffron Acquisition, LLC	100.00%
	Berry Film Products Co., Ltd.	China		Berry Film Products	100.00%

	Name of Company	Country	State	Parent/Owned by	Percentage of Outstanding Shares/ Membership/ Partnership Interests
				Acquisition Company, Inc.	
	Terram Defencell Limited	UK		Terram Limited	50.00%
	Terram Geosynthetics Private Limited	India		Fiberweb Holdings Limited	53.20%
	Terram Geosynthetics Private Limited	India		Terram Limited	11.80%
	Terram Limited	UK		Fiberweb Holdings Limited	100.00%
	Tyco Acquisition Alpha LLC	USA	DE	CSM Mexico SPF LLC	100.00%
	Uniplast Holdings, LLC	USA	DE	Pliant, LLC	100.00%
	Uniplast U.S., Inc.	USA	DE	Uniplast Holdings, Inc.	100.00%
	United Packaging Dongguan	China		Genius World Holding Ltd	100.00%
	United Packaging Jiangmen	China		Genius World Holding Ltd	100.00%
	Venture Packaging Midwest, Inc.	USA	DE	Venture Packaging, Inc.	100.00%
	Venture Packaging, Inc.	USA	DE	Berry Global, Inc.	100.00%

Schedule 3.08(b)

Subscriptions

Berry Plastics Holding Corporation 2006 Equity Incentive Plan
Berry Plastics Holding Corporation 2012 Equity Incentive Plan
Berry Plastics Holding Corporation 2015 Equity Incentive Plan

Schedules 3.13

Taxes

None.

Schedule 3.16

Environmental Matters

None.

Schedule 3.21

Insurance

- Automobile: (US only)
  - Liberty Insurance Corporation Policy Number AS7-631-510609-028
- General Liability: (US only)
  - Liberty Insurance Corporation Policy Number EB2-631-510609-038
- Workers Compensation: (US only)
  - Safety National Casualty Corp. Policy Numbers LDS4047041 and PS4047044
- Property:
  - Factory Mutual Insurance Company Policy Number 1021650
- Cargo:
  - Affiliated FM Insurance Company Policy Number OCP/OCWP-41171
- International Package (General Liability, Auto, Workers Compensation)
  - Continental Casualty Company Policy Number PST WP 61 385 9259

Schedule 3.23

Intellectual Property

None.

Schedule 5.13

Post-Closing Interest Deliveries

Not applicable.

Schedule 6.01

Indebtedness

1. Master Receivables Purchase Agreement, dated September 22, 2014, as amended by that (a) that certain First Amendment dated December 23, 2014, (b) that certain Second Amendment dated as of August 2015, (c) that certain Third Amendment dated as of October 25, 2015, (d) that certain Fourth Amendment dated as of January 13, 2016, (e) that certain Fifth Amendment dated as of September 26, 2016, (f) that certain Sixth Amendment dated as of December 2, 2016, (g) that certain Seventh Amendment dated as of May 9, 2017, and (h) that certain Eighth Amendment dated as of October 16, 2017, by and among Berry Global Inc. (f/k/a Berry Plastics Corporation), certain of its subsidiaries party thereto and Fifth Third Bank.

2. Amended and Restated Supplier Agreement, dated September 20, 2017, by and between Berry Global Inc. (f/k/a Berry Plastics Corporation) and Citibank, NA, certain of its branches, subsidiaries and affiliates.

3. Receivables Purchase Agreement, dated as of September 15, 2014, by and between BPRex Delta Inc. and JPMorgan Chase Bank, N.A.

4. Receivables Purchase Agreement, dated as of September 15, 2014, by and between Berry Global Inc. (f/k/a Berry Plastics Corporation) and JPMorgan Chase Bank, N.A.

5. Receivables Purchase Agreement, dated as of September 15, 2014, by and between Sun Coast Industries, LLC and JPMorgan Chase Bank, N.A.

6. Receivables Purchase Agreement, dated as of September 15, 2014, by and between BPRex Closures, LLC and JPMorgan Chase Bank, N.A.

7. Equipment Lease Agreement dated as of June 24, 2010 between Gossamer, as lessor, and Chicopee, as lessee, as amended by Amendment and Waiver to Equipment Lease Agreement dated as of January 19, 2011, Second Amendment to Equipment Lease Agreement dated as of October 7, 2011, Third Amendment to Equipment Lease Agreement dated as of February 28, 2012, Fourth Amendment to Equipment Lease Agreement dated as of March 22, 2013, Fifth Amendment to Equipment Lease Agreement dated as of May 23, 2014, and Modification Agreement (FMV with EBO) dated as of October 29, 2015 (the "***Waynesboro Equipment Lease***");

8. Guaranty dated as of June 24, 2010, from AVINTIV Specialty Materials Inc. (formerly known as Polymer Group, Inc.) and PGI Polymer, Inc., as guarantors, in favor of Gossamer with respect to the Waynesboro Equipment Lease; and

9. Support Agreement dated as of June 24, 2010 between Chicopee, as grantor, and Gossamer, as beneficiary, relating to the Waynesboro Equipment Lease.

10. Supplier Agreement, dated as of February 28, 2012, by and between Fiberweb, LLC formerly known as Fiberweb, Inc., and Citibank, N.A.

11. Supplier Agreement, dated as of February 11, 2013, by and between Old Hickory Steamworks, LLC and Citibank, N.A.

12. Receivables Purchase Agreement, dated as of July 18, 2013, by and between Fiberweb, LLC formerly known as Fiberweb, Inc., and Citibank, N.A.

13. Receivables Purchase Agreement, dated as of September 15, 2014, by and between Setco, LLC and JPMorgan Chase Bank, N.A.

14. Receivables Purchase Agreement, dated as of September 15, 2014, by and between Poly-Seal, LLC and JPMorgan Chase Bank, N.A.

15. Receivables Purchase Agreement, dated as of September 15, 2014, by and between Knight Plastics, LLC and JPMorgan Chase Bank, N.A.

16. Receivables Purchase Agreement, dated as of September 15, 2014, by and between Kerr Group, LLC and JPMorgan Chase Bank, N.A.

17. Receivables Purchase Agreement, dated as of September 15, 2014, by and between Captive Plastics, LLC and JPMorgan Chase Bank, N.A.

18. Receivables Purchase Agreement, dated as of September 15, 2014, by and between Berry Plastics Opco, Inc. and JPMorgan Chase Bank, N.A.

19. Receivables Purchase Agreement, dated as of September 26, 2016, by and between Setco, LLC and JPMorgan Chase Bank, N.A.

20. Receivables Purchase Agreement, dated as of September 26, 2016, by and between BPRex Closures, LLC and JPMorgan Chase Bank, N.A.

21. Receivables Purchase Agreement, dated as of September, 2016, by and between BPRex Healthcare Packaging Inc. and JPMorgan Chase Bank, N.A.

22. Receivables Purchase Agreement, dated as of September 26, 2016, by and between Kerr Group, LLC and JPMorgan Chase Bank, N.A.

23. Receivables Purchase Agreement, dated as of August 18, 2017, by and among Berry Global, Inc., Berry Plastics Opco, Inc., Packerware, LLC, Knight Plastics, LLC, Kerr Group, LLC, Venture Packaging Midwest, Inc., Poly-Seal, LLC, Sun Coast Industries, LLC, Setco, LLC, Captive Plastics, LLC, Pliant, LLC, Covalence Specialty Adhesives LLC, Covalence Specialty Coatings LLC, BPREX Closures, LLC, BPREX Healthcare Packaging Inc., Prime Label & Screen Incorporated, BPREX Healthcare Brookville Inc., Chicopee, Inc. Providencia USA, Inc. and Wells Fargo Bank, National Association.

24. Receivables Purchase Agreement, dated as of September 25, 2017, by and between Berry Global Films, LLC and Wells Fargo Bank, National Association.

25. Draft Purchase Agreement, dated as of September 22, 2017, by and between Berry Global, Inc. and Bank of America, N.A.

26. Draft Purchase Agreement, dated as of September 22, 2017, by and between Berry Global, Films LLC and Bank of America, N.A.

27. Draft Purchase Agreement, dated as of September 22, 2017, by and between Covalence Specialty Coatings LLC and Bank of America, N.A.

28. Draft Purchase Agreement, dated as of September 22, 2017, by and between Pliant, LLC and Bank of America, N.A.

29. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between Chicopee, Inc. and JPMorgan Chase Bank, N.A.

30. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between Captive Plastics, LLC and JPMorgan Chase Bank, N.A.

31. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between Covalence Specialty Adhesives LLC and JPMorgan Chase Bank, N.A.

32. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between Berry Global, Inc. and JPMorgan Chase Bank, N.A.

33. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between Berry Plastics Opco, Inc. and JPMorgan Chase Bank, N.A.

34. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between Berry Global Films, LLC and JPMorgan Chase Bank, N.A.

35. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between BPRex Healthcare Packaging Inc. and JPMorgan Chase Bank, N.A.

36. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between BPRex Healthcare Brookville Inc. and JPMorgan Chase Bank, N.A.

37. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between Setco, LLC and JPMorgan Chase Bank, N.A.

38. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between Pliant, LLC and JPMorgan Chase Bank, N.A.

39. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between Old Hickory Steamworks, LLC and JPMorgan Chase Bank, N.A.

40. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between Poly-Seal, LLC and JPMorgan Chase Bank, N.A.

41. Master Receivables Purchase Acceptance Letter, dated September 28, 2017, by and between Captive Plastics, LLC and JPMorgan Chase Bank, N.A.

42. Receivables Purchase Agreement (US Supplier), dated August 18, 2017, by and between Berry Global Films, LLC and JPMorgan Chase Bank, N.A.

43. Supplier Agreement, dated as of June 27, 2014, by and between Berry Film Products Company, Inc. (formerly known as Clopay Plastic Products Company, Inc.) and Citibank, N.A., as amended by that certain name Change Amendment to the Supplier Agreement dated as of March 9, 2018 by and between Berry Film Products Company, Inc. and Citibank, N.A.

44. Master Receivables Purchase Acceptance Letter, dated November 1, 2018, by and between Berry Global Films, LLC and JPMorgan Chase Bank, N.A. (for Becton Dickinson)

45. Master Receivables Purchase Acceptance Letter, dated November 1, 2018, by and between BPRex Healthcare Packaging, Inc. and JPMorgan Chase Bank, N.A. (for Becton Dickinson)

46. Master Receivables Purchase Acceptance Letter, dated November 1, 2018, by and between Covalence Specialty Coatings LLC and JPMorgan Chase Bank, N.A. (for Becton Dickinson)

47. Master Receivables Purchase Acceptance Letter, dated November 1, 2018, by and between Pliant, LLC and JPMorgan Chase Bank, N.A. (for Becton Dickinson)

48. Master Receivables Purchase Acceptance Letter, dated November 1, 2018, by and between Poly-Seal, LLC and JPMorgan Chase Bank, N.A. (for Becton Dickinson)

49. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between Berry Global Films, LLC and JPMorgan Chase Bank, N.A. (for J&J)

50. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between Berry Global, Inc. and JPMorgan Chase Bank, N.A. (for J&J)

51. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between BPRex Healthcare Brookville Inc. and JPMorgan Chase Bank, N.A. (for J&J)

52. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between BPrex Healthcare Packaging Inc. and JPMorgan Chase Bank, N.A. (for J&J)

53. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between Captive Plastics, LLC and JPMorgan Chase Bank, N.A. (for J&J)

54. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between Poly-Seal, LLC and JPMorgan Chase Bank, N.A. (for J&J)

55. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between Kerr Group LLC and JPMorgan Chase Bank, N.A. (for J&J)

56. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between Setco LLC and JPMorgan Chase Bank, N.A. (for J&J)

57. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between Venture Packaging Midwest, Inc. and JPMorgan Chase Bank, N.A. (for J&J)

58. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between Cardinal Packaging, Inc. and JPMorgan Chase Bank, N.A. (for J&J)

59. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between Pliant LLC and JPMorgan Chase Bank, N.A. (for J&J)

60. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between BPRex Closures, LLC and JPMorgan Chase Bank, N.A. (for J&J)

61. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between BPRex Delta, LLC and JPMorgan Chase Bank, N.A. (for J&J)

62. Master Receivables Purchase Acceptance Letter, dated July 31, 2018, by and between Venture Packaging Midwest, Inc. and JPMorgan Chase Bank, N.A. (for J&J)

63. Draft Purchase Agreement dated March 20, 2018 between Berry Global, Inc. and Bank of America, N. A (Anheuser)

64. Supplier Receivables Purchase Agreement dated September 7, 2018 between Berry Global, Inc. and Bank of America, N.A. (Pfizer)

65. Supplier Receivables Purchase Agreement dated September 7, 2018 between Berry Global, Inc. and Bank of America, N.A. (Nestle)

Intercompany Notes for legacy Berry entities:

- Promissory Note in the initial principal amount of approximately USD 30,000,000 dated April 1, 2016, by Berry Europe GmbH to Clopay Plastic Products Company, Inc., now known as Berry Film Products Company, Inc.

Intercompany Notes for legacy AVINTIV Entities:

Type of Instrument	Debtor	Percentage Pledged	Initial Principal Amount
AVINTIV Specialty Materials Inc. (f/k/a Polymer Group, Inc.)			
Promissory Note	Chicopee Holdings B.V.	65%	$37,000,000
Promissory Note	Dominion Textile Mauritius Inc.	65%	$5,225,000
Promissory Note	PGI Nonwovens Germany GmbH	65%	€ 6,845,000
PGI Europe, Inc.			
Promissory Note	Polymer Group Holdings C.V.	65%	$244,438,341
Promissory Note	Polymer Group Holdings C.V.	65%	$65,984,955
PGI Polymer, Inc.			
Promissory Note	PGI Nonwovens Germany GmbH	65%	€ 6,844,731

Intercompany Notes in connection with the Acquisition

- Promissory Note dated March 8, 2019, by Berry Global International Holdings Limited to AVINTIV Inc.
- Promissory Note dated March 8, 2019, by AVINTIV Inc. to Berry Global Inc.

Capital Leases

- Equipment lease agreement between Wells Fargo, as lessor, and Berry Global, as lessee, dated June 1, 2015.
- Equipment lease agreement between CapitalSource Bank, as lessor, and Berry Global, as lessee, dated March 28, 2013.
- Equipment lease agreement between NYCB Specialty Finance Company, LLC, as lessor, and Berry Global, as lessee, dated December 21, 2012.
- Equipment lease agreement between Cole Taylor Equipment Finance, LLC, as lessor, and Berry Global, as lessee, dated March 22, 2013.

- Equipment lease agreements between Fifth Third Equipment Finance Company, as lessor, and Berry Global, as lessee, dated July 1, 2013; December 29, 2014; September 23, 2016; June 22, 2018; and October 1, 2018.
- Equipment lease agreements between US Bank Equipment Finance, as lessor, and Berry Global, as lessee, dated September 30, 2013; November 15, 2013; and September 26, 2014.
- Equipment lease agreements between Banc of America Leasing & Capital, LLC, as lessor, and Berry Global, as lessee, dated March 13, 2015; June 22, 216, and September 25, 2017.
- Equipment lease agreement between GABC Leasing, Inc, as lessor, and Berry Global, as lessee, dated June 26, 2014.
- Equipment lease agreement between Key Equipment Finance, as lessor, and Berry Global, as lessee, dated June 17, 2015.
- Building lease agreement between First Midwest Bank, as lessor, and Berry Global, as lessee, dated May 25, 2018.
- Building lease agreement between Mackinac, LLC, the lessor, and Pliant, LLC, as lessee, dated October 1, 2013.
- Building lease agreement between the Board of County Commissioners of Allegany County, Maryland, as lessor, and Berry Plastics SP, Inc., as lessee, last amended on April 23, 2015. Berry Plastics is the successor in interest to Superfos Packaging, Incorporated, which entered into a Lease Agreement dated September 11, 1985. Said lease was amended by Lease Addendums dated June 14, 1989; June 30, 1994; July 1, 2005; and July 1, 2011.

Schedule 6.02(a)

Liens

See attached.

Schedule 6.04

Investments

Intercompany Notes for legacy Berry entities:

- Promissory Note in the initial principal amount of approximately USD 30,000,000 dated April 1, 2016, by Berry Europe GmbH to Clopay Plastic Products Company, Inc., now known as Berry Film Products Company, Inc.

Intercompany Notes for legacy AVINTIV Entities:

Type of Instrument	Debtor	Percentage Pledged	Initial Principal Amount
AVINTIV Specialty Materials Inc. (f/k/a Polymer Group, Inc.)			
Promissory Note	Chicopee Holdings B.V.	65%	$37,000,000
Promissory Note	Dominion Textile Mauritius Inc.	65%	$5,225,000
Promissory Note	PGI Nonwovens Germany GmbH	65%	€ 6,845,000
PGI Europe, Inc.			
Promissory Note	Polymer Group Holdings C.V.	65%	$244,438,341
Promissory Note	Polymer Group Holdings C.V.	65%	$65,984,955
PGI Polymer, Inc.			
Promissory Note	PGI Nonwovens Germany GmbH	65%	€ 6,844,731

Schedule 6.05

Mergers, Consolidations, Sales of Assets and Acquisitions

None.

Schedule 6.07

Transactions with Affiliates

None.

Schedule 9.01

Notice Information

Loan Parties:

c/o Berry Global, Inc.
101 Oakley St.
Evansville, IN 47710
Attention: Jason Greene
Telecopier: (812) 492-9391

Administrative Agent:

Goldman Sachs Bank USA
2001 Ross Ave, 29th Floor
Dallas, TX 75201
Telephone: 972-368-2323
Facsimile: (646) 769-7829
E-mail: gs-dallas-adminagency@ny.email.gs.com and gs-sbdagency-borrowernotices@ny.email.gs.com
Attention: SBD Operations

With a copy to:
Goldman Sachs Bank USA
200 West Street
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Attn: Bank Debt Portfolio Group
Joshua Desai
Joshua.desai@gs.com
212-357-1706