UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) April 24, 2009

Jarden Corporation
(Exact name of registrant as specified in its charter)

Delaware	001-13665	35-1828377
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

555 Theodore Fremd Avenue, Rye, New York	10580
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (914) 967-9400

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to Credit Agreement

On April 24, 2009, Jarden Corporation (the "Company" or "Jarden") entered into Amendment No. 11 to its Credit Agreement (as defined below) (the "Credit Agreement Amendment") amending certain provisions of the Credit Agreement, dated as of January 24, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Company, as borrower, the lenders and letter of credit issuers party thereto from time to time, Deutsche Bank AG New York Branch, as administrative agent for the lenders and letter of credit issuers, Citicorp USA, Inc., as syndication agent for the lenders and letter of credit issuers and Bank of America, N.A., National City Bank of Indiana and SunTrust Bank, as co-documentation agents for the lenders and letter of credit issuers. The Credit Agreement Amendment is to be effective as of April 28, 2009.

Pursuant to the terms of the Credit Agreement Amendment (i) the Company will be permitted to issue, and incur indebtedness under, permitted senior notes (as defined in the Credit Agreement Amendment); (ii) the Company will have the ability to extend the maturity date to January 24, 2012, with respect to Revolving Loans (as defined in the Credit Agreement) in an aggregate amount of not more than $100,000,000, subject to receipt of commitments therefor and upon satisfaction of the terms and conditions set forth in the Credit Agreement Amendment; and (iii) certain other agreements, obligations, covenants, representations and warranties of the parties thereto have been amended, modified and/or supplemented.

In connection with the execution of the Credit Agreement Amendment, each existing guarantor under the Credit Agreement consented to the terms of the Credit Agreement Amendment and agreed that the terms of the Credit Agreement Amendment shall not affect in any way its obligations and liabilities under any loan document by executing that certain Consent, Agreement and Affirmation of Guaranty (the "Consent, Agreement and Affirmation of Guaranty").

A copy of the Credit Agreement Amendment and Consent, Agreement and Affirmation of Guaranty are attached to this Current Report on Form 8-K as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference as though they were fully set forth herein. The foregoing summary description of the Credit Agreement Amendment and the Consent, Agreement and Affirmation of Guaranty and the transactions contemplated thereby are not intended to be complete, and are qualified in their entirety by the complete text of the Credit Agreement Amendment and the Consent, Agreement and Affirmation of Guaranty, copies of which are attached hereto.

Underwriting Agreement

On April 27, 2009, the Company (and the subsidiary guarantors party thereto) entered into an Underwriting Agreement (the "Underwriting Agreement") with Deutsche Bank Securities Inc., J.P. Morgan Securities Inc. and Barclays Capital Inc., for themselves and acting as representatives of the several underwriters identified therein (collectively, the "Underwriters"), providing for the offer and sale by the Company of $300.0 million aggregate principal amount of 8% Senior Notes due 2016 (the "Offering").

The notes are being issued and sold pursuant to Company's automatic shelf registration statement on Form S-3 (No. 333-158801) (the "Registration Statement") filed with the Securities

and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act") on April 27, 2009. The Underwriting Agreement contains customary representations, warranties, conditions to closing, indemnification and obligations of the parties. The Company has also agreed to indemnify the Underwriters against certain liabilities, including civil liabilities under the Securities Act, or to contribute to payments that the Underwriters may be required to make in respect of those liabilities.

The summary of the foregoing transaction is qualified in its entirety by reference to the text of the Underwriting Agreement, which is attached as Exhibit 1.1 hereto and is incorporated herein by reference to this Current Report on Form 8-K and into the Registration Statement.

Certain of the Underwriters or their respective affiliates from time to time have provided in the past and may provide in the future investment banking, commercial lending and financial advisory services to the Company, certain of the Company's executive officers and the Company's affiliates in the ordinary course of business. An affiliate of Deutsche Bank Securities Inc. is the administrative agent and an affiliate of SunTrust Robinson Humphrey, Inc. is a co-documentation agent under the Credit Agreement and affiliates of certain of the Underwriters are lenders under the Credit Agreement. The net proceeds of the Offering will be used to repay indebtedness under the Credit Agreement. SunTrust Robinson Humphrey, Inc. is the administrator under the Company's amended and restated receivables securitization facility. In addition, Barclays Capital Inc. acted as sole underwriter in a sale by the Company of 12 million shares of its common stock that closed on April 27, 2009. In addition, an affiliate of Macquarie Capital (USA) Inc. is the majority shareholder of, and the Company has a nonvoting minority interest in, Chartreuse et Mont Blanc Global Holdings S.C.A., a Luxembourg entity which owns the manufacturer of Rossignol skis.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Please see the discussion in "Item 1.01. Entry into a Material Definitive Agreement" under the heading "Amendment to Credit Agreement" of this Form 8-K, which discussion is incorporated herein by this reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
1.1	Underwriting Agreement, dated April 27, 2009, by and among Jarden Corporation, the subsidiary guarantors named therein and the Underwriters party thereto.
10.1	Amendment No. 11 to Credit Agreement, dated as of April 24, 2009, among Jarden Corporation, Deutsche Bank AG New York Branch, as administrative agent, and each lender identified on the signature pages thereto.
10.2	Consent, Agreement and Affirmation of Guaranty.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: April 29, 2009

JARDEN CORPORATION

By: /s/ John E. Capps
Name: John E. Capps
Title: Senior Vice President,
General Counsel and Secretary

Exhibit Index

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10.2	Consent, Agreement and Affirmation of Guaranty.

Exhibit 1.1
EXECUTION VERSION

JARDEN CORPORATION

$300,000,000
8% Senior Notes due 2016

Underwriting Agreement

April 27, 2009

Deutsche Bank Securities Inc.
60 Wall Street
New York, New York 10005

J.P. Morgan Securities Inc.
277 Park Avenue
New York, New York 10172

and

Barclays Capital Inc.
745 Seventh Avenue
New York, NY 10019

Ladies and Gentlemen:

Jarden Corporation, a Delaware corporation (the "Company"), proposes to issue and sell to the several Underwriters listed in Schedule 1 hereto (the "Underwriters"), for whom the addressees listed above (the "Representatives") are acting as representatives, $300,000,000 aggregate principal amount of its 8% Senior Notes due 2016 (the "Notes"). The Notes will be unconditionally guaranteed (the "Guarantees" and, together with the Notes, the "Securities") on a joint and several basis by certain of the subsidiaries of the Company listed on Schedule 3 hereto (the "Guarantors"). The Securities will be issued pursuant to an Indenture to be dated as of April 30, 2009 (the "Base Indenture") between the Company, the Guarantors and The Bank of New York Mellon, as trustee (the "Trustee") as supplemented by a Supplemental Indenture thereto, to be dated as of the Closing Date (as defined herein) (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), between the Company, the Guarantors and the Trustee.

The Company and the Guarantors hereby confirm their agreement with the several Underwriters concerning the purchase and sale of the Notes and issuance of the Guarantees, as follows:

1. Registration Statement. The Company and the Guarantors have prepared and filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Securities Act"), a registration statement (File No. 333-158801), including a prospectus (the "Base Prospectus") relating to securities to be issued from time to time by the Company, including the Notes, and the guarantees of debt securities to be issued from time to time by the Guarantors, including the Guarantees. Such registration statement, as amended at the time it became effective, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C under the Securities Act to be part of the registration statement at the time of its effectiveness ("Rule 430 Information"), is referred to herein as the "Registration Statement"; and as used herein, the term "Preliminary Prospectus" means the Base Prospectus included in the Registration Statement at the time of its effectiveness, together with the preliminary prospectus supplement dated April 27, 2009 filed with the Commission that omits Rule 430 Information, and the term "Prospectus" means the Base Prospectus together with the final prospectus supplement in accordance with Rules 415 and 424(b) in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Securities. If the Company has filed an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference herein to the term "Registration Statement" shall be deemed to include such Rule 462 Registration Statement. Any reference in this Agreement to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act, as of the effective date of the Registration Statement or the date of such Preliminary Prospectus or the Prospectus, as the case may be, and any reference to "amend", "amendment" or "supplement" with respect to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed after such date under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Exchange Act") that are deemed to be incorporated by reference therein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus.

At or prior to the Applicable Time (as defined below), the Company had prepared the following information (collectively, the "Pricing Disclosure Package"): a Preliminary Prospectus dated April 27, 2009 and each "free-writing prospectus" (as defined pursuant to Rule 405 under the Securities Act) listed on Annex B hereto.

"Applicable Time" means 7:00 A.M., New York City time, on April 28, 2009.

2. Purchase of the Securities by the Underwriters.

(a) The Company agrees to issue and sell the Notes and the Guarantors agree to issue the Guarantees to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the principal amount of the Notes set forth opposite such Underwriter's name in Schedule 1 hereto at a price equal to 95.151% of the principal amount thereof plus accrued interest, if any, from April 30, 2009 to the Closing Date (as defined below). The Company will not be obligated to deliver any of the Notes except upon payment for all the Notes to be purchased as provided herein.

(b) The Company and the Guarantors understand that the Underwriters intend to make a public offering of the Securities as soon after the effectiveness of this Agreement as in the judgment of the Representatives is advisable, and initially to offer the Securities on the terms set forth in the Prospectus. The Company and the Guarantors acknowledge and agree that the Underwriters may offer and sell Securities to or through any affiliate of an Underwriter and that any such affiliate may offer and sell Securities purchased by it to or through any Underwriter.

(c) Payment for and delivery of the Securities will be made at the offices of Cahill Gordon & Reindel LLP at 10:00 A.M., New York City time, on April 30, 2009, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representatives and the Company may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "Closing Date."

Payment for the Securities shall be made by wire transfer by the Underwriters in immediately available funds to the account(s) specified by the Company to the Representatives against delivery by the Company to the nominee of The Depository Trust Company ("DTC"), for the account of the Underwriters, of one or more global notes representing the Securities (collectively, the "Global Note"), with any transfer taxes payable in connection with the sale of the Securities duly paid by the Company. The Global Note will be made available for inspection by the Representatives not later than 1:00 P.M., New York City time, on the business day prior to the Closing Date.

(d) The Company and the Guarantors acknowledge and agree that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company and the Guarantors with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company, the Guarantors or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company, the Guarantors or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company and the Guarantors shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company or the Guarantors with respect thereto. Any review by the Underwriters of the Company, the Guarantors, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company or the Guarantors.

3. Representations and Warranties of the Company and the Guarantors. The Company and the Guarantors, jointly and severally, represent and warrant to each Underwriter that:

(a) *Preliminary Prospectus.* No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and the Preliminary Prospectus included in the Pricing Disclosure Package, at the time of filing thereof, complied

in all material respects with the applicable requirements of the Securities Act, and the Preliminary Prospectus does not, at the time of filing thereof, contain any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that neither the Company nor the Guarantors makes any representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by or on behalf of such Underwriter through the Representatives expressly for use in the Preliminary Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(b) *Pricing Disclosure Package*. The Pricing Disclosure Package as of the Applicable Time did not, and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that neither the Company nor the Guarantors makes any representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by or on behalf of such Underwriter through the Representatives expressly for use in such Pricing Disclosure Package, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(c) *Issuer Free Writing Prospectus*. Other than the Registration Statement, the Preliminary Prospectus and the Prospectus, neither the Company nor the Guarantors (including their agents and representatives, other than the Underwriters in their capacity as such) have prepared, used, authorized, approved or referred to and will not prepare, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company, the Guarantors or their agents and representatives (other than a communication referred to in clause (i) below) an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rules 134 and 168 under the Securities Act or (ii) the documents listed on Annex B hereto, each electronic road show and any other written communications approved in writing in advance by the Representatives. Each such Issuer Free Writing Prospectus complied in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and, when taken together with the Preliminary Prospectus, did not, and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that neither the Company nor the Guarantors makes any representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus, Preliminary Prospectus or Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by or on behalf of such Underwriter through the Representatives

expressly for use in such Issuer Free Writing Prospectus, Preliminary Prospectus or Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(d) *Registration Statement and Prospectus.* The Registration Statement is an "automatic shelf registration statement" as defined under Rule 405 of the Securities Act that has been filed with the Commission not earlier than three years prior to the date hereof; and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Company. No order suspending the effectiveness of the Registration Statement has been issued by the Commission, and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering of the Securities has been initiated or, to the knowledge of the Company, threatened by the Commission; as of the applicable effective date of the Registration Statement and any post-effective amendment thereto, the Registration Statement and any such post-effective amendment complied and will comply in all material respects with the applicable requirements of the Securities Act, the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Trust Indenture Act"), and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date the Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that neither the Company nor the Guarantors makes any representation and warranty with respect to (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by or on behalf of such Underwriter through the Representatives expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(e) *Incorporated Documents.* The documents incorporated by reference in the Registration Statement, the Prospectus and the Pricing Disclosure Package, when they were filed with the Commission conformed in all material respects to the applicable requirements of the Exchange Act, and none of such documents contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Registration Statement, the Prospectus or the Pricing Disclosure Package, when such documents are filed with the Commission, will conform in all material respects to the applicable requirements of the Exchange Act and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Financial Statements.* The financial statements (including the related notes thereto) of the Company and its consolidated subsidiaries included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and present fairly in all material respects the financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles in the United States ("GAAP") applied on a consistent basis throughout the periods covered thereby, and any supporting schedules included or incorporated by reference in the Registration Statement present fairly in all material respects the information required to be stated therein; and the other financial information included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus has been derived from the accounting records of the Company and its consolidated subsidiaries and presents fairly in all material respects the information shown thereby.

(g) *No Material Adverse Change.* Since the date of the most recent financial statements of the Company included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) there has not been any (A) material change in the capital stock (other than the issuance of shares of common stock upon exercise of stock options and warrants described as outstanding in, and the grant of options and awards under existing equity incentive plans described in, the Registration Statement, the Pricing Disclosure Package and the Prospectus), (B) material change in short-term debt or (C) long-term debt of the Company or any of its subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock, or any material adverse change in or affecting the business, properties, executive officers of the Company, financial condition, results of operations or prospects of the Company and its subsidiaries taken as a whole; (ii) neither the Company nor any of its subsidiaries has entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole; and (iii) neither the Company nor any of its subsidiaries has sustained any loss or interference with its business that is material to the Company and its subsidiaries taken as a whole and that is either from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in each case as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(h) *Organization and Good Standing.* The Company and each of its Significant Subsidiaries (as defined below) have been duly organized and are validly existing and in good standing under the laws of their respective jurisdictions of organization, are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all power and authority (corporate or otherwise) necessary

to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified or in good standing or have such power or authority would not, individually or in the aggregate, have a material adverse effect on the business, properties, executive officers of the Company, financial condition, results of operations or prospects of the Company and its subsidiaries taken as a whole or on the performance by the Company and the Guarantors of their obligations under this Agreement, the Indenture, the Notes and the Guarantees, as applicable (a "Material Adverse Effect"). Other than the subsidiaries listed on Schedule 2 hereto (the "Significant Subsidiaries," and each a "Significant Subsidiary"), the Company does not have any "significant subsidiary," as that term is defined in Rule 1-02(w) of Regulation S-X under the Act.

(i) *Capitalization.* The Company has an authorized capitalization as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading "Capitalization"; all the outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and are not subject to any pre-emptive or similar rights; except as described in or expressly contemplated by the Pricing Disclosure Package and the Prospectus, there are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company or any of its subsidiaries, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock of the Company or any such subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options; the capital stock of the Company conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and all the outstanding shares of capital stock or other equity interests of each Significant Subsidiary owned, directly or indirectly, by the Company have been duly and validly authorized and issued, are fully paid and non-assessable (except, in the case of any foreign subsidiary, for directors' nominal or qualifying shares) and are owned directly or indirectly by the Company, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party, except for such security interest or other lien, charge or voting/transfer restrictions that would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect.

(j) [*Reserved*.]

(k) *Due Authorization.* Each of the Company and the Guarantors has full right, power and authority to execute and deliver this Agreement, the Notes or the Guarantees, as applicable, and the Indenture and to perform its obligations hereunder and thereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement, the Indenture, the Notes or the Guarantees, as applicable, and the consummation by it of the transactions contemplated hereby has been duly and validly taken.

(l) *The Indenture*. Each of the Base Indenture and the Supplemental Indenture has been duly authorized by the Company and, or as applicable, each Guarantor and

upon effectiveness of the Registration Statement was or will have been duly qualified under the Trust Indenture Act and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of the Company and, or as applicable, the Guarantors enforceable against the Company and, or as applicable, the Guarantors in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability (collectively, the "Enforceability Exceptions").

(m) *The Notes*. The Notes have been duly authorized by the Company and, when duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture.

(n) *The Guarantees*. The Guarantees have been duly authorized by each Guarantor and, when duly executed, issued and delivered as provided in the Indenture and when the Notes have been paid for as provided herein, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of each Guarantor enforceable against each such Guarantor in accordance with their terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture.

(o) *Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company and the Guarantors.

(p) *No Violation or Default.* Neither the Company nor any of its Significant Subsidiaries is (i) in violation of its charter or by-laws or similar organizational documents; (ii) in default, and, to the knowledge of the Company, no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its Significant Subsidiaries is a party, subject to the effectiveness of Amendment No. 11 to the Company's Credit Agreement dated January 24, 2005, as amended, or by which the Company or any of its Significant Subsidiaries is bound or to which any of the property or assets of the Company or any of its Significant Subsidiaries is subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(q) *No Conflicts.* The execution, delivery and performance by the Company and the Guarantors of this Agreement, the Base Indenture and the Supplemental Indenture, the issuance and sale of the Securities and compliance by the Company and the Guarantors with the terms thereof and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge

or encumbrance upon any property or assets of the Company or any of its Significant Subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its Significant Subsidiaries is a party, subject to the effectiveness of Amendment No. 11 to the Company's Credit Agreement dated January 24, 2005, as amended, or by which the Company or any of its Significant Subsidiaries is bound or to which any of the property or assets of the Company or any of its Significant Subsidiaries is subject, (ii) result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Company or any of its Significant Subsidiaries or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, have a Material Adverse Effect.

(r) *No Consents Required.* No material consent, approval, authorization, order, license, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Company and the Guarantors of this Agreement, the Base Indenture and the Supplemental Indenture, the issuance and sale of the Securities and compliance by the Company and the Guarantors with the terms thereof and the consummation of the transactions contemplated by this Agreement, except for the registration of the Securities under the Securities Act, the qualification of the Indenture and the Trust Indenture Act and such consents, approvals, authorizations, orders and registrations or qualifications as may be required under applicable state securities laws in connection with the purchase and distribution of the Securities by the Underwriters and except as may be required by applicable state gaming laws with respect to holders of the Securities.

(s) *Legal Proceedings.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Company or any of its Significant Subsidiaries is or may be a party or to which any property of the Company or any of its Significant Subsidiaries is or may be the subject that, individually or in the aggregate, if determined adversely to the Company or any of its subsidiaries, could reasonably be expected to have a Material Adverse Effect; to the knowledge of the Company, no such investigations, actions, suits or proceedings are threatened or contemplated by any governmental or regulatory authority or threatened by others; and (i) there are no current or pending legal, governmental or regulatory actions, suits or proceedings that are required under the Securities Act to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so described in the Registration Statement, the Pricing Disclosure Package and the Prospectus and (ii) there are no statutes, regulations or contracts or other documents that are required under the Securities Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(t) *Independent Accountants*. PricewaterhouseCoopers LLP, who have certified certain financial statements of the Company and its subsidiaries and Ernst & Young LLP, who have certified certain financial statements of the Company and its subsidiaries, is each an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(u) *Title to Real and Personal Property*. The Company and its Significant Subsidiaries have good and marketable title in fee simple (in the case of real property) to, or have valid and marketable rights to lease or otherwise use, all items of real and personal property and assets that are material to the respective businesses of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances, and defects except those that (i) do not materially interfere with the use made and proposed to be made of such property by the Company and its Significant Subsidiaries or (ii) could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(v) *Title to Intellectual Property*. The Company and its Significant Subsidiaries own, possess valid license(s), or have other rights to use, all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) necessary for the conduct of their respective businesses as currently conducted, except where the failure to own or possess such rights could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. The Company and its Significant Subsidiaries have not received any written notice of any claim of infringement, misappropriation or conflict with any such rights of others in connection with its patents, patent rights, licenses, inventions, trademarks, service marks, trade names, copyrights and know-how, which could reasonably be expected to result in a Material Adverse Effect.

(w) *No Undisclosed Relationships*. No relationship, direct or indirect, exists between or among the Company or any of its subsidiaries, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company or any of its subsidiaries, on the other, that is required by the Securities Act to be described in the Registration Statement and the Prospectus and that is not so described in such documents and in the Pricing Disclosure Package.

(x) *Investment Company Act*. The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, will not be required to register as an “investment company” or an entity “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the “Investment Company Act”).

(y) *Taxes.* The Company and each of its subsidiaries have filed all federal, state, local and foreign returns which have been required to be filed (taking into account valid extensions) and have paid all taxes due and payable (whether or not shown on such tax returns) and all assessments received by any of them, except where they are contesting the validity of any such tax in good faith and adequate provision (in accordance with GAAP) has been made therefor in the financial statements of the Company and its subsidiaries except where failure to file such returns or pay such taxes or such assessments could not reasonably be expected to result in a Material Adverse Effect; and except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there is no tax deficiency that has been asserted against the Company or any of its subsidiaries or any of their respective properties or assets, except in any case in which such tax deficiency would not have a Material Adverse Effect.

(z) *Licenses and Permits.* The Company and its Significant Subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, have a Material Adverse Effect; and except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, neither the Company nor any of its Significant Subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization except where such revocation or modification would not, individually or in the aggregate, have a Material Adverse Effect.

(aa) *No Labor Disputes.* No labor disturbance by or dispute with employees of the Company or any of its Significant Subsidiaries exists or, to the knowledge of the Company, is contemplated or threatened, and the Company is not aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of its or its subsidiaries' principal suppliers, contractors or customers, except as would not have a Material Adverse Effect.

(bb) *Compliance with and Liability under Environmental Laws.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) the Company and its Significant Subsidiaries(a) are in compliance with any and all applicable federal, state, local and foreign laws, rules, regulations, requirements, decisions, judgments, decrees orders and the common law relating to pollution or the protection of the environment, natural resources or human health or safety, including those relating to the generation, storage, treatment, use, handling, transportation, Release or threat of Release of Hazardous Materials (collectively, "Environmental Laws"), (b) have received and are in compliance with all permits, licenses, certificates or other authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses, (c) have not received written notice of any actual or potential liability under or relating to, or actual or potential violation of, any Environmental Laws, including for the investigation or remediation of any Release or threat of Release of Hazardous Materials, and have no knowledge of any event or condition that would reasonably

be expected to result in any such notice, (d) are not conducting or paying for, in whole or in part, any investigation, remediation or other corrective action pursuant to any Environmental Law at any location, and (e) are not a party to any order, decree or agreement that imposes any obligation or liability under any Environmental Law, (ii) there are no costs or liabilities associated with Environmental Laws of or relating to the Company or its subsidiaries, (iii) there are no proceedings that are pending, or that are known to be contemplated, against the Company or any of its Significant Subsidiaries under any Environmental Laws in which a governmental entity is also a party and (iv) the Company and its Significant Subsidiaries are not aware of any facts or issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws, including the Release or threat of Release of Hazardous Materials, except in the case of each of (i), (ii), (iii) and (iv) above, for any such matter, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(cc) *Hazardous Materials*. There has been no storage, generation, transportation, use, handling, treatment, Release or threat of Release of Hazardous Materials by, relating to or caused by the Company or any of its Significant Subsidiaries (or, to the knowledge of the Company and its subsidiaries, any other entity (including any predecessor) for whose acts or omissions the Company or any of its subsidiaries is or could reasonably be expected to be liable) at, on, under or from any property or facility now or previously owned, operated or leased by the Company or any of its Significant Subsidiaries, or at, on, under or from any other property or facility, in violation of any Environmental Laws or in a manner or amount or to a location that could reasonably be expected to result in any liability under any Environmental Law, except for any violation or liability which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. "Hazardous Materials" means any material, chemical, substance ,waste, pollutant, contaminant, compound, mixture, or constituent thereof, in any form or amount, including petroleum (including crude oil or any fraction thereof) and petroleum products, natural gas liquids, asbestos and asbestos containing materials, naturally occurring radioactive materials, brine, and drilling mud, regulated or which can give rise to liability under any Environmental Law. "Release" means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating in, into or through the environment, or in, into from or through any building or structure.

(dd) *Compliance with ERISA.* Except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), for which the Company or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Code) would have any liability (each, a "Plan") has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan excluding transactions effected pursuant to a statutory or administrative exemption; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of

ERISA, the minimum funding standard of Section 412 of the Code or Section 302 of ERISA, as applicable, has been satisfied (without taking into account any waiver thereof or extension of any amortization period) and is reasonably expected to be satisfied in the future (without taking into account any waiver thereof or extension of any amortization period); (iv) the fair market value of the assets of each Plan exceeds the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan); (v) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur that either has resulted, or could reasonably be expected to result, in material liability to the Company or its subsidiaries; (vi) neither the Company nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the PBGC, in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan", within the meaning of Section 4001(a)(3) of ERISA); and (vii) there is no pending audit or, to the knowledge of the Company, investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency or any foreign regulatory agency with respect to any Plan that could reasonably be expected to result in material liability to the Company or its subsidiaries. None of the following events has occurred or is reasonably likely to occur: (x) a material increase in the aggregate amount of contributions required to be made to all Plans by the Company or its Significant Subsidiaries in the current fiscal year of the Company and its Significant Subsidiaries compared to the amount of such contributions made in the Company and its subsidiaries' most recently completed fiscal year; or (y) a material increase in the Company and its subsidiaries' "accumulated post-retirement benefit obligations" (within the meaning of Statement of Financial Accounting Standards 106) compared to the amount of such obligations in the Company and its subsidiaries' most recently completed fiscal year.

(ee) *Disclosure Controls*. The Company and its Significant Subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that complies with the requirements of the Exchange Act and that has been designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company and its Significant Subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(ff) *Accounting Controls.* The Company and its Significant Subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply in all material respects with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, but not limited to, internal accounting controls sufficient to provide reasonable

assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no material weaknesses in the Company's internal controls. The Company's auditors and the Audit Committee of the Board of Directors of the Company have been advised of: (i) all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which have adversely affected or are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

(gg) *Insurance.* The Company and its Significant Subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are adequate to protect the Company and its Significant Subsidiaries and their respective businesses; and neither the Company nor any of its Significant Subsidiaries has (i) received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) to the Company's knowledge, any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business, except in the case of each of (i) and (ii) above, for any such matter, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(hh) *No Unlawful Payments.* Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(ii) *Compliance with Money Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, 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 Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(jj) *Compliance with OFAC.* None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any penalties or enforcement action for violations of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”); and the Company will not, directly or indirectly, use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(kk) *Solvency.* On and immediately after the Closing Date, each of the Company and the Guarantors taken as a whole (after giving effect to the issuance of the Securities and the other transactions related thereto as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus) will be Solvent. As used in this paragraph, the term “Solvent” means, with respect to a particular date, that on such date (i) the present fair market value (or present fair saleable value) of the assets of the Company and the Guarantors is not less than the total amount required to pay the liabilities of the Company and the Guarantors on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured; (ii) the Company or such Guarantor is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business; (iii) assuming consummation of the issuance of the Securities as contemplated by this Agreement, the Indenture, the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company or such Guarantor does not have any knowledge that it is incurring debts or liabilities beyond its ability to pay as such debts and liabilities mature; (iv) the Company or such Guarantor is not engaged in any business or transaction, and does not propose to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which the Company or such Guarantor is engaged; and (v) the Company or such Guarantor is not a defendant in any civil action that could reasonably be expected to result in a final judgment that the Company or such Guarantor is or would become unable to satisfy.

(ll) *Senior Indebtedness*. The Securities constitute “senior indebtedness” or “senior debt”, as the case may be, as each such term is defined in any indenture or agreement governing any outstanding subordinated indebtedness of the Company or the Guarantors.

(mm) *No Restrictions on Significant Subsidiaries*. Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, no Significant Subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company or any other Significant Subsidiary, from making any other distribution

on such Significant Subsidiary's capital stock to the Company or any Significant Subsidiary of the Company, from repaying to the Company any loans or advances to such Significant Subsidiary from the Company or from transferring any of such Significant Subsidiary's properties or assets to the Company or any other Significant Subsidiary of the Company except for such restrictions that are not reasonably likely to have a material adverse effect on the performance by the Company of its obligations under this Agreement.

(nn) *No Broker's Fees.* Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Company or any of its subsidiaries or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Securities.

(oo) *No Registration Rights*. No person has the right to require the Company or any of its Significant Subsidiaries to register any securities for sale under the Securities Act by reason of the filing of the Registration Statement with the Commission or the issuance and sale of the Securities.

(pp) *No Stabilization.* The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(qq) *Margin Rules*. The application of the proceeds received by the Company from the issuance, sale and delivery of the Securities as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus will not violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(rr) *Forward-Looking Statements.* No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Registration Statement, the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(ss) *Statistical and Market Data*. Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in the Registration Statement, the Pricing Disclosure Package and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

(tt) *Sarbanes-Oxley Act*. There is and has been no failure on the part of the Company or, to the knowledge of the Company, any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(uu) *Status under the Securities Act*. At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Securities and at the date hereof, the Company was not and is not an "ineligible issuer," and is a well-known seasoned issuer, in each case as defined in Rule 405 under the Securities Act. The Company has paid the registration fee for this offering pursuant to Rule 456(b)(1) under the Securities Act or will pay such fee within the time period required by such rule (without giving effect to the proviso therein) and in any event prior to the Closing Date.

4. Further Agreements of the Company. The Company covenants and agrees with each Underwriter that:

(a) *Required Filings.* The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act, will file any Issuer Free Writing Prospectus to the extent required by Rule 433 under the Securities Act; will file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of the Securities; and will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 A.M., New York City time, on the business day next succeeding the date of this Agreement in such quantities as the Representatives may reasonably request. The Company will pay the registration fee for this offering within the time period required by Rule 456(b)(1) under the Securities Act (without giving effect to the proviso therein) and in any event prior to the Closing Date.

(b) *Delivery of Copies.* The Company will deliver, without charge, (i) to the Representatives, three signed copies of the Registration Statement as originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith; and (ii) to each Underwriter (A) a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) and (B) during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus (including all amendments and supplements thereto and each Issuer Free Writing Prospectus) as the Representatives may reasonably request. As used herein, the term "Prospectus Delivery Period" means such period of time after the first date of the public offering of the Securities as in the opinion of counsel for the Underwriters a prospectus relating to the Securities is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Securities by any Underwriter or dealer.

(c) *Amendments or Supplements, Issuer Free Writing Prospectuses.* Before preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement or the Prospectus, whether before or after the time that the Registration Statement becomes effective, the Company will furnish to the Representatives and counsel for the Underwriters

a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives reasonably object.

(d) *Notice to the Representatives.* The Company will advise the Representatives promptly, and confirm such advice in writing, (i) when any amendment to the Registration Statement has been filed or becomes effective; (ii) when any supplement to the Prospectus or any Issuer Free Writing Prospectus or any amendment to the Prospectus has been filed; (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information; (iv) of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package or the Prospectus or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act; (v) of the occurrence of any event within the Prospectus Delivery Period as a result of which the Prospectus, the Pricing Disclosure Package or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Pricing Disclosure Package or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading; and (vi) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act; and (vii) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Securities for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company will use commercially reasonable efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package or the Prospectus or suspending any such qualification of the Securities and, if any such order is issued, will use commercially reasonable efforts to obtain as soon as possible the withdrawal thereof.

(e) *Ongoing Compliance.* (1) If during the Prospectus Delivery Period (i) any event shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with law, the Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission and furnish to the Underwriters and to such dealers as the Representatives may designate such amendments or supplements to the Prospectus as may be necessary so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply

with law and (2) if at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which the Pricing Disclosure Package as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Pricing Disclosure Package to comply with applicable law, the Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representatives may designate such amendments or supplements to the Pricing Disclosure Package as may be necessary so that the statements in the Pricing Disclosure Package as so amended or supplemented will not, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, be misleading or so that the Pricing Disclosure Package will comply with applicable law.

(f) *Blue Sky Compliance.* The Company will qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request and will continue such qualifications in effect so long as required for distribution of the Securities; provided that the Company shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(g) *Earning Statement.* Whether or not required to do so, the Company will make generally available to its security holders and the Representatives as soon as commercially reasonable an earning statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the "effective date" (as defined in Rule 158) of the Registration Statement.

(h) *Clear Market.* During the period from the date hereof through and including the date that is 90 days after the date hereof, the Company and the Guarantors will not, without the prior written consent of the Representatives, offer, sell, contract to sell or otherwise dispose of any debt securities issued or guaranteed by the Company or the Guarantors and having a tenure of more than one year.

(i) *Use of Proceeds.* The Company will apply the net proceeds from the sale of the Securities as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading "Use of proceeds".

(j) [Reserved]

(k) [Reserved]

(l) [Reserved.]

(m) So long as the Notes are outstanding, the Company will furnish to the Representatives, as soon as they are available, copies of all reports or other communications (financial or other) furnished to holders of the Notes, and copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange or automatic quotation system; provided the Company will be deemed to have furnished such reports and financial statements to the Representatives to the extent they are filed on the Commission's Electronic Data Gathering, Analysis, and Retrieval system or the Commission's Interactive Data Electronic Applications portal.

(n) *Record Retention*. The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

5. Certain Agreements of the Underwriters. Each Underwriter hereby represents and agrees that:

(a) It has not used, authorized use of, referred to or participated in the planning for use of, and will not use, authorize use of, refer to or participate in the planning for use of, any "free writing prospectus", as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that contains no "issuer information" (as defined in Rule 433(h)(2) under the Securities Act) that was not included (including through incorporation by reference) in the Preliminary Prospectus or a previously filed Issuer Free Writing Prospectus, (ii) any Issuer Free Writing Prospectus listed on Annex B or prepared pursuant to Section 3(c) or Section 4(c) above (including any electronic road show), or (iii) any free writing prospectus prepared by such underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an "Underwriter Free Writing Prospectus").

(b) It has not and will not, without the prior written consent of the Company, use any free writing prospectus that contains the final terms of the Securities unless such terms have previously been included in a free writing prospectus filed with the Commission; *provided* that Underwriters may use a term sheet substantially in the form of Annex C hereto without the consent of the Company; *provided further* that any Underwriter using such term sheet shall notify the Company, and provide a copy of such term sheet to the Company, prior to, or substantially concurrently with, the first use of such term sheet.

(c) It is not subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the Prospectus Delivery Period).

(d) It will, pursuant to reasonable procedures developed in good faith, retain copies of each free writing prospectus used or released by it, in accordance with Rule 433 under the Securities Act.

6. Conditions of Underwriters' Obligations. The obligation of each Underwriter to purchase the Securities on the Closing Date as provided herein is subject to the performance by the Company of its covenants and other obligations hereunder and to the following additional conditions:

(a) *Registration Compliance; No Stop Order.* No order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose, pursuant to Rule 401(g)(2) or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Securities Act) and in accordance with Section 4(a) hereof; and all requests by the Commission for additional information shall have been complied with.

(b) *Representations and Warranties.* The representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the Closing Date; and the statements of the Company and its officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date.

(c) *No Downgrade.* Subsequent to the earlier of (A) the Applicable Time and (B) the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded the Securities or any other debt securities or preferred stock of, or guaranteed by, the Company or any of its Significant Subsidiaries that are rated by a "nationally recognized statistical rating organization," as such term is defined by the Commission for purposes of Rule 436(g)(2) under the Securities Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of the Securities or of any such other debt securities or preferred stock of or guaranteed by the Company or any of its subsidiaries (other than an announcement with positive implications of a possible upgrading).

(d) *No Material Adverse Change.* No event or condition of a type described in Section 3(g) hereof shall have occurred or shall exist, which event or condition is not described in the Pricing Disclosure Package (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto) and the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

(e) *Officer's Certificate.* The Representatives shall have received on and as of the Closing Date a certificate of the chief financial officer or chief accounting officer of the Company and on behalf of each Guarantor and one additional senior executive officer of the Company who is reasonably satisfactory to the Representatives (i) confirming that such officers have carefully reviewed the Registration Statement, the Pricing Disclosure Package and the Prospectus and, to the knowledge of such officers, the representations set forth in Sections 3(b) and 3(d) hereof are true and correct, (ii) confirming that the

other representations and warranties of the Company and the Guarantors in this Agreement are true and correct and that the Company and each Guarantor has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date and (iii) to the effect set forth in paragraphs (a), (c) and (d) above.

(f) *Comfort Letters*. On the date of this Agreement and on the Closing Date each of PricewaterhouseCoopers LLP and Ernst & Young LLP shall have furnished to the Representatives, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided, that the letter delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to such Closing Date.

(g) *Opinion and 10b-5 Statement of Counsel for the Company*. (i) Kane Kessler, P.C., counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinion and 10b-5 Statement, dated the Closing Date and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, to the effect set forth in Annex A-1 hereto and (ii) Greenberg Traurig, P.A., Florida counsel for the Company, Belin Lamson McCormick Zumbach Flynn, Iowa counsel for the Company, Garvey Schubert Barer, Washington counsel for the Company and Ice Miller LLP, Indiana counsel for the Company shall each have furnished to the Representatives, at the request of the Company, their written opinion, dated the Closing Date and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, to the effect set forth in Annex A-2 hereto.

(h) *Opinion and 10b-5 Statement of Counsel for the Underwriters.* The Representatives shall have received on and as of the Closing Date an opinion and 10b-5 statement of Cahill Gordon & Reindel LLP, counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(i) *No Legal Impediment to Issuance.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Securities; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Securities.

(j) *Good Standing*. The Representatives shall have received on and as of the Closing Date reasonably satisfactory evidence of the good standing of the Company and the Guarantors in their respective states of its incorporation or organization, in writing or any standard form of telecommunication from the appropriate governmental authority of such jurisdiction.

(k) [*Reserved*.]

(l) [*Reserved*.]

(m) [*Reserved.*]

(n) *Additional Documents.* On or prior to the Closing Date the Company shall have furnished to the Representatives such further certificates and documents as the Representatives may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

7. Indemnification and Contribution.

(a) *Indemnification of the Underwriters.* The Company and the Guarantors agree to indemnify and hold harmless, jointly and severally, each Underwriter, its affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonable and documented legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, (ii) or any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus, any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in subsection (b) below.

(b) *Indemnification of the Company.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, the Guarantors, their respective directors, their respective officers who signed the Registration Statement and each person, if any, who controls the Company or a Guarantor within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a)

above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Underwriter furnished to the Company in writing by or on behalf of such Underwriter through the Representatives expressly for use in the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus or any Pricing Disclosure Package, it being understood and agreed upon that the only such information furnished by or on behalf of any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the first sentence of the third paragraph, the first sentence of the eighth paragraph and the ninth and tenth paragraphs under the caption "Underwriting".

(c) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a) or (b) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be paid or reimbursed as they are incurred. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by Deutsche Bank Securities Inc. and any such separate firm for the Company, the Guarantors, their respective directors, their respective officers who signed the Registration Statement and any control persons of the Company and the Guarantors shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability

by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Indemnifying Person of such request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution.* If the indemnification provided for in paragraphs (a) and (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors, on the one hand, and the Underwriters, on the other, from the offering of the Securities or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company and the Guarantors, on the one hand, and the Underwriters, on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantors, on the one hand, and the Underwriters, on the other, shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company from the sale of the Securities and the total underwriting discounts and commissions received by the Underwriters in connection therewith, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate offering price of the Securities. The relative fault of the Company and the Guarantors, on the one hand, and the Underwriters, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantors or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) *Limitation on Liability.* The Company, the Guarantors and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any reasonable and documented

legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 7, in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 7 are several in proportion to their respective purchase obligations hereunder and not joint.

(f) *Non-Exclusive Remedies*. The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity.

8. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

9. Termination. This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on or by any of the New York Stock Exchange, the Nasdaq Stock Market, the Chicago Board Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade; (ii) trading of any securities issued or guaranteed by the Company shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representatives, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the Closing Date on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

10. Defaulting Underwriter.

(a) If, on the Closing Date any Underwriter defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder on such date, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Underwriter, either the non-defaulting Underwriters or the Company may postpone the Closing Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement and the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration

Statement and the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 10, purchases Securities that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate number of Securities that remain unpurchased on the Closing Date does not exceed one-eleventh of the aggregate number of Securities to be purchased on such date, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Securities that such Underwriter agreed to purchase hereunder on such date plus such Underwriter's pro rata share (based on the number of Securities that such Underwriter agreed to purchase on such date) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate number of Securities that remain unpurchased on the Closing Date exceeds one-eleventh of the aggregate amount of Securities to be purchased on such date, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Section 11 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company or any non-defaulting Underwriter for damages caused by its default.

11. Payment of Expenses.

(a) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company and the Guarantors will pay or cause to be paid all costs and expenses incident to the performance of their obligations hereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any taxes payable in that connection; (ii) the costs incident to the preparation, printing and filing under the Securities Act of the Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any Pricing Disclosure Package and the Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof; (iii) the fees and expenses of the Company's counsel and independent accountants; (iv) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Representatives may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the filing fees and reasonable and documented fees and expenses of counsel for the Underwriters); (v) any fees charged by rating agencies for rating the Securities; (vi) fees and expenses of the Trustee and any paying agent (including related fees and expenses of any counsel of such parties);

(vii) all expenses and application fees incurred in connection with any filing with, and clearance of the offering by, FINRA; and (viii) all expenses incurred by the Company in connection with any in-person or telephonic "road show" presentation to potential investors.

(b) If (i) this Agreement is terminated pursuant to Section 9, (ii) the Company for any reason fails to tender the Securities for delivery to the Underwriters or (iii) the Underwriters decline to purchase the Securities for any reason permitted under this Agreement, the Company agrees to reimburse the Underwriters for all out-of-pocket costs and expenses (including the reasonable and documented fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with this Agreement and the offering contemplated hereby.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Securities from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company, the Guarantors and the Underwriters contained in this Agreement or made by or on behalf of the Company, the Guarantors or the Underwriters pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company, the Guarantors or the Underwriters.

14. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; and (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act.

15. Miscellaneous.

(a) *Authority of Deutsche Bank Securities, Inc., J.P. Morgan Securities Inc. and Barclays Capital Inc.* Any action by the Underwriters hereunder may be taken by Deutsche Bank Securities, Inc., J.P. Morgan Securities Inc. and Barclays Capital Inc. on behalf of the Underwriters, and any such action taken by Deutsche Bank Securities Inc., J.P. Morgan Securities Inc. and Barclays Capital Inc. shall be binding upon the Underwriters.

(b) *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Underwriters shall be given to the Representatives at: (i) Deutsche Bank Securities Inc., 60 Wall Street, New York, New York 10005, Attention: Corporate Finance Department; (ii) J.P. Morgan Securities Inc., 270 Park Avenue, New York, New York 10017 (fax: 212-270-1063); Attention: David A. Dwyer and (iii) Barclays

Capital Inc., 745 Seventh Avenue, New York, NY 10019; Attn: Syndicate Registration, (fax: 646-834-8133) with a copy to Cahill Gordon & Reindel llp, 80 Pine Street, New York, New York 10005, Attention: John A. Tripodoro, Esq. Notices to the Company shall be given to it at 555 Theodore Fremd Avenue, Rye, New York 10580, (fax: 914-967-9405); Attention: Legal Department with copies to Kane Kessler, P.C., 1350 Avenue of the Americas, New York , New York 10019, Attention: Robert L. Lawrence and Mitchell D. Hollander.

(c) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in such state.

(d) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(e) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(f) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

JARDEN CORPORATION

By: /s/ Ian Ashken
Name: Ian Ashken
Title: Vice Chairman and Chief Financial Officer

GUARANTORS:

ALLTRISTA PLASTICS LLC
AMERICAN HOUSEHOLD, INC.
AUSTRALIAN COLEMAN, INC.
BICYCLE HOLDING, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
FIRST ALERT, INC.
HEARTHMARK, LLC
HOLMES MOTOR CORPORATION
JARDEN ACQUISITION I, LLC
JARDEN ZINC PRODUCTS, LLC
JT SPORTS LLC
K-2 CORPORATION
K2 INC.
KANSAS ACQUISITION CORP.
L.A. SERVICES, INC.
LASER ACQUISITION CORP.
LEHIGH CONSUMER PRODUCTS LLC
LOEW-CORNELL, LLC
MARKER VOLKL USA, INC.
MARMOT MOUNTAIN, LLC
MIKEN SPORTS, LLC
NIPPON COLEMAN, INC.
OUTDOOR TECHNOLOGIES CORPORATION
PENN FISHING TACKLE MFG. CO.
PURE FISHING, INC.
QUOIN, LLC
RAWLINGS SPORTING GOODS COMPANY, INC.
SEA STRIKER, LLC
SHAKESPEARE COMPANY, LLC
SHAKESPEARE CONDUCTIVE FIBERS, LLC
SI II, INC.
SITCA CORPORATION
SUNBEAM AMERICAS HOLDINGS, LLC

SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.
THE UNITED STATES PLAYING CARD COMPANY
USPC HOLDING, INC.

By: /s/ John E. Capps
Name: John E. Capps
Title: Vice President

Accepted: April 27, 2009

DEUTSCHE BANK SECURITIES INC.
J.P. MORGAN SECURITIES INC.
BARCLAYS CAPITAL INC.

For themselves and on behalf of the
several Underwriters listed
in Schedule 1 hereto.

DEUTSCHE BANK SECURITIES INC.

By: /s/ William Frauen
Name: William Frauen
Title: Managing Director

By: /s/ P. Scott Sartorius
Name: Scott Sartorius
Title: Director

Accepted: April 27, 2009

J.P. MORGAN SECURITIES INC.

By: /s/ David A. Dwyer
Name: David A. Dwyer
Title: Executive Director

Accepted: April 27, 2009

BARCLAYS CAPITAL INC.

By: /s/ Benjamin Burton
Name: Benjamin Burton
Title: Director

Exhibit 10.1

AMENDMENT NO. 11 TO CREDIT AGREEMENT

This AMENDMENT NO. 11 TO CREDIT AGREEMENT, dated as of April 24, 2009 (this "***Eleventh Amendment***"), among JARDEN CORPORATION, a Delaware corporation (the "***Borrower***"), DEUTSCHE BANK AG NEW YORK BRANCH ("***DBNY***"), as Administrative Agent (as defined below), on behalf of each Lender executing a Lender Consent (as defined below), as Foreign Currency Fronting Lender and as Swing Line Lender, the L/C Issuers party thereto and CITICORP USA, INC., as Syndication Agent (as defined below), amends certain provisions of the CREDIT AGREEMENT, dated as of January 24, 2005 (as amended, supplemented, restated and/or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, the Lenders and the L/C Issuers party thereto from time to time, DBNY, as administrative agent for the Lenders and the L/C Issuers (in such capacity, and as agent for the Secured Parties under the Collateral Documents, together with its successors in such capacity, the "***Administrative Agent***"), CITICORP USA, INC., as syndication agent for the Lenders and the L/C Issuers (in such capacity, together with its successors in such capacity, the "***Syndication Agent***"), and BANK OF AMERICA, N.A., NATIONAL CITY BANK OF INDIANA and SUNTRUST BANK, as co-documentation agents for the Lenders and L/C Issuers. Unless otherwise specified herein, all capitalized terms used in this Eleventh Amendment shall have the meanings ascribed to such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Borrower desires to modify and amend certain provisions of the Credit Agreement as more fully described herein;

WHEREAS, pursuant to *Section 10.01(a) (Amendments, Etc.)* of the Credit Agreement, the consent of the Required Lenders is required to effect the amendments set forth herein; and

WHEREAS, the Borrower, each Guarantor party to the Guarantor Consent (as defined below), each Lender party to a Lender Consent and the Administrative Agent agree, subject to the limitations and conditions set forth herein, to amend or otherwise modify the Credit Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Certain Amendments to the Credit Agreement. As of the Eleventh Amendment Effective Date (as defined below), and subject to the satisfaction of the conditions set forth in *Section 2 (Conditions to Effectiveness)* hereof:

(a) *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) deleting the definitions of ***"Revolving Credit Maturity Date"*** and ***"Stated Maturity Date"*** appearing in such *Section 1.01* and (ii) inserting the following definitions in such *Section 1.01* in the appropriate place to preserve the alphabetical order of the definitions in such *Section 1.01*:

"***Eleventh Amendment***" shall mean Amendment No. 11 to Credit Agreement, dated as of April 24, 2009.

"***Extended Revolving Credit Sub-Commitment***" means, as to each Revolving Lender, its obligation to (a) make Revolving Loans to the Borrower pursuant to *Section 2.02(a) (Revolving Loans; Foreign Currency Loans)*, (b) purchase participations in L/C Obligations, (c) purchase participations in Swing Line Loans and (d) purchase participations in Foreign Currency Loans, in

each case through the Extended Revolving Credit Maturity Date, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Extended Revolving Lender's name on *Schedule I-B (Revolving Credit Commitments)* under the heading "Extended Revolving Credit Sub-Commitment", as such amount may be reduced or adjusted from time to time in accordance with this Agreement. The Extended Revolving Credit Sub-Commitment of each Revolving Lender is a sub-limit of the Revolving Credit Commitment of the respective Revolving Lender and not an additional commitment and, in no event, may exceed at any time, when added to the Non-Extended Revolving Credit Sub-Commitment of such Revolving Lender at such time, the Revolving Credit Commitment of such Revolving Lender at such time.

"***Extended Revolving Credit Sub-Commitment Agreement***" means an agreement substantially in the form of *Exhibit L (Form of Extended Revolving Credit Sub-Commitment Agreement)*.

"***Extended Revolving Credit Sub-Commitment Effective Date***" means the date of effectiveness of the Extended Revolving Credit Sub-Commitment Agreement.

"***Extended Revolving Credit Maturity Date***" means (a) the Extended Revolving Credit Stated Maturity Date or (b) such earlier date upon which the Aggregate Revolving Credit Commitments may be terminated in accordance with the terms of this Agreement.

"***Extended Revolving Credit Stated Maturity Date***" means January 24, 2012.

*"**Extending Revolving Lender**"* means, at any time, each Revolving Lender with an Extended Revolving Credit Sub-Commitment at such time or, following the termination of the Extended Revolving Credit Sub-Commitments, that has Revolving Credit Outstandings or participations in outstanding Foreign Currency Loans, Letters of Credit or Swing Line Loans made pursuant to an Extended Revolving Credit Sub-Commitment.

"Initial Revolving Credit Maturity Date" means (a) the Initial Revolving Credit Stated Maturity Date or (b) such earlier date upon which the Aggregate Revolving Credit Commitments may be terminated in accordance with the terms of this Agreement.

"***Initial Revolving Credit Stated Maturity Date***" means January 24, 2010.

"***Non-Extended Revolving Credit Sub-Commitment***" means, as to any Revolving Lender at any time, the excess (if any) of (x) such Revolving Lender's Revolving Credit Commitment at such time over (y) such Revolving Lender's Extended Revolving Credit Commitment at such time. The Non-Extended Revolving Credit Sub-Commitment of each Revolving Lender is a sub-limit of the Revolving Credit Commitment of the respective Revolving Lender and not an additional commitment and, in no event, may exceed at any time, when added to the Extended Revolving Credit Sub-Commitment of such Revolving Lender at such time, the Revolving Credit Commitment of such Revolving Lender at such time.

"Permitted Refinancing" means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; *provided* that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon *plus* other reasonable amount paid, and fees and expenses reasonably incurred, in connection with

such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, (b) such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) at the time thereof, no Event of Default shall have occurred and be continuing, and (d) (i) to the extent such Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) the terms and conditions (including, if applicable, as to collateral but excluding as to subordination, interest rate and redemption premium) of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, are not materially less favorable to the Loan Parties or the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended, and (iii) such modification, refinancing, refunding, renewal or extension is incurred by the Person (or any permitted successor of such Person) who is the obligor of the Indebtedness being modified, refinanced, refunded, renewed or extended.

"Permitted Senior Notes" shall mean any Indebtedness of the Borrower evidenced by senior notes and incurred pursuant to one or more issuances of such senior notes, all of the terms and conditions of which (including, without limitation, with respect to interest rate, amortization, redemption provisions, maturities, covenants, defaults, remedies and guaranties) are on market terms for a public offering of senior notes or for a private placement of senior notes under Rule 144A of the Securities Act, as such Indebtedness may be amended, restated, modified and/or supplemented from time to time in accordance with the terms hereof and thereof; *provided*, that in any event, unless the Required Lenders otherwise expressly consent in writing prior to the issuance thereof, (i) no such Indebtedness shall be secured by any asset of the Borrower or any of its Subsidiaries, (ii) no such Indebtedness shall be guaranteed by any Person other than a Guarantor, (iii) no such Indebtedness shall be subject to scheduled amortization or have a final maturity, in either case prior to the date occurring one year following the Term Loan Maturity Date, (iv) the terms of such Indebtedness (including, without limitation, all covenants, defaults and remedies, but excluding as to interest rate and redemption premium), taken as a whole, are (A) no less favorable to the Borrower and its Subsidiaries, or (B) more restrictive or onerous, in either case, in any material respect than the terms applicable to the Borrower and its Subsidiaries under this Agreement, (v) any "asset sale" offer to purchase covenants included in the indenture governing such Indebtedness shall provide that the Borrower shall be permitted to repay obligations, and terminate commitments, under this Agreement before offering to purchase such Indebtedness, (vi) the indenture governing such Indebtedness shall not include any financial performance "maintenance" covenants (although "incurrence-based" financial tests may be included), and (vii) the "default to other indebtedness" event of default contained in the indenture governing such Indebtedness shall provide for a "cross-acceleration" rather than a "cross-default". The issuance of Permitted Senior Notes shall be deemed to be a representation and warranty by the Borrower that all conditions thereto have been satisfied in all material respects and that same is permitted in accordance with the terms of this Agreement, which representation and warranty shall be deemed to be a representation and warranty for all purposes hereunder, including, without limitation, *Section 4.02 (Conditions Precedent to Each Credit Extension)* and *Section 8 (Events of Default and Remedies)*.

"Permitted Senior Notes Documents" means, on or after the execution and delivery thereof, each Permitted Senior Notes Indenture, the Permitted Senior Notes and each other

agreement, document, guaranty or instrument relating to the issuance of the Permitted Senior Notes, in each case as the same may be amended, restated, modified or supplemented from time to time in accordance with the terms hereof and thereof.

"Permitted Senior Notes Indenture" means any indenture or similar agreement entered into in connection with the issuance of Permitted Senior Notes, as the same may be amended, restated, modified or supplemented from time to time in accordance with the terms hereof and thereof.

"***Revolving Credit Commitment Maturity Extension***" has the meaning specified in *Section 2.01(b)(v) (Revolving Credit Commitment Maturity Extension)*.

"Revolving Credit Maturity Date" means (i) at any time prior to the Extended Revolving Credit Sub-Commitment Effective Date, the Initial Revolving Credit Maturity Date and (ii) at any time on and after the Extended Revolving Credit Sub-Commitment Effective Date, the Extended Revolving Credit Maturity Date.

"***Revolving Credit Stated Maturity Date***" means (i) at any time prior to the Extended Revolving Credit Sub-Commitment Effective Date, the Initial Revolving Credit Stated Maturity Date and (ii) at any time on and after the Extended Revolving Credit Sub-Commitment Effective Date, the Extended Revolving Credit Stated Maturity Date.

"***Tranche***" means the respective facility and commitments utilized in making Loans hereunder (e.g., Term Loan B1, Term Loan B2, Term Loan B3 and the Revolving Credit Facility).

"***Weighted Average Life to Maturity***" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (ii) the then outstanding principal amount of such Indebtedness.

(b) The defined term ***"Applicable Margin"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) inserting the text "(x)" immediately prior to the text "if the Borrower" appearing in the last sentence of said *Section* and (ii) and inserting the following text before the period (".") at the end of said definition:

"and (y) with respect to Revolving Loans, Foreign Currency Loans and the Commitment Fees at any time of determination on and after the occurrence of both the Initial Revolving Credit Stated Maturity Date and the Extended Revolving Credit Sub-Commitment Effective Date, such per annum rates as are specified therefor in the Extended Revolving Credit Sub-Commitment Agreement".

(c) The defined term ***"Change of Control"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) deleting the word "or" appearing in *clause (b)* of said definition, (ii) deleting the period (".") at the end of *clause (c)* of said definition and inserting the text "; or" in lieu thereof and (iii) inserting the following *clause (d)* after *clause (c)* of said definition:

"(d) a "change of control" or similar event shall occur as provided in any Subordinated Indenture, and, on and after the execution, delivery and/or incurrence thereof, any Permitted Senior Notes Document or any Indebtedness incurred in connection with a Permitted Refinancing of any of the foregoing.".

(d) The defined term ***"Debt Issuance"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the following text immediately preceding the period (".") appearing at the end of said definition:

"(including, without limitation, any Indebtedness in respect of the Permitted Senior Notes).".

(e) The definition of ***"Foreign Currency Sublimit"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "$50,000,000" appearing therein and inserting the text ", at any time, an amount equal to the lesser of the Aggregate Revolving Credit Commitments at such time and $50,000,000" in lieu thereof.

(f) The defined term ***"Interest Payment Date"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "the Revolving Credit Maturity Date," in each place it appears in said definition and inserting the text "the Initial Revolving Credit Maturity Date, the Extended Revolving Credit Maturity Date" in lieu thereof.

(g) The defined term ***"Interest Period"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting *clause (iii)* of the proviso appearing in said definition and inserting the following new *clause (iii)* in lieu thereof:

"(iii) no Interest Period shall extend beyond (x) with respect to Revolving Loans, Swing Line Loans, L/C Obligations and Foreign Currency Loans, the Initial Revolving Credit Stated Maturity Date or, after the occurrence of both the Initial Revolving Credit Stated Maturity Date and the Extended Revolving Credit Sub-Commitment Effective Date, the Extended Revolving Credit Stated Maturity Date and (y) with respect to any Segment of the Term Loan, the Stated Term Loan Maturity Date.".

(h) The defined term ***"Lender"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the text "(or, in the case of a Facilities Increase in connection with a Revolving Credit Commitment Maturity Extension, the Extended Revolving Credit Sub-Commitment Agreement)" immediately preceding the period (".") at the end of said definition.

(i) The defined term ***"Letter of Credit Expiration Date"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "the Stated Maturity Date" appearing in said definition and inserting the text "the Revolving Credit Stated Maturity Date" in lieu thereof.

(j) The defined term ***"Loan Documents"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the text ", after the execution and delivery thereof pursuant to the terms of this Agreement, the Extended Revolving Credit Sub-Commitment Agreement" immediately following the text "Resignation and Assignment Agreement" appearing in said definition.

(k) The defined term ***"Revolving Credit Commitment"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) inserting the text "(including any Extended Revolving Credit Sub-Commitment of such Lender)" immediately after the text "Facilities Increase Date" appearing in said definition and (ii) inserting the following sentence at the end of said definition:

"On and after the occurrence of the Extended Revolving Credit Sub-Commitment Effective Date, the Revolving Credit Commitment of any Revolving Lender shall be comprised of an "Extended Revolving Credit Sub-Commitment" and/or a "Non-Extended Revolving Credit Sub-Commitment".

(l) The defined term "***Revolving Credit Facility"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the following text immediately preceding the period (".") appearing at the end of said definition:

"(exclusive of any Revolving Commitment Increase pursuant to the Revolving Credit Commitment Maturity Extension)".

(m) The defined term "***Subordinated Indebtedness***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "*Section 7.03(h) (Indebtedness)*" and replacing it with the reference "*Section 7.03(h)(I)(Indebtedness)*".

(n) The defined term ***"Term Loan Maturity Date"*** appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "the Stated Maturity Date" appearing therein and inserting the text "(i) with respect to the Closing Date Term Loan, the Stated Closing Date Term Loan Maturity Date and (ii) with respect to each Incremental Term Loan, the applicable Stated Incremental Term Loan Maturity Date" in lieu thereof.

(o) *Section 2.01(b) (Facilities Increase)* of the Credit Agreement is hereby amended by (i) inserting the text "(exclusive, in the case of each of *clauses (x)* and *(y)*, of any Revolving Commitment Increase pursuant to the Revolving Credit Commitment Maturity Extension)" immediately following the text "for all such requests for Facilities Increases" in the first sentence of *clause (i)* of said *Section*, (ii) deleting *clause (B)* of the proviso appearing in the first sentence of *clause (i)* of said *Section* and inserting the following text in lieu thereof:

"(B) no Facilities Increase in the Revolving Credit Facility shall be effective after January 24, 2009 other than a single Facility Increase in connection with a Revolving Credit Commitment Maturity Date Extension,"

(iii) deleting the text "and the Second Facilities Increase" appearing in *sub-clause (D)* of the proviso appearing in the first sentence of *clause (i)* of said *Section* and inserting the text ", the Second Facilities Increase and any Revolving Commitment Increase pursuant to the Revolving Credit Commitment Maturity Extension" in lieu thereof, (iv) deleting the text "and (D)" appearing in *clause (i)* of the first sentence of said *Section* and inserting the text ", (D)" in lieu thereof, (v) inserting the following text immediately prior the period (".") at the end of the first sentence of said *Section*:

"and (E) any Facility Increase in connection with a Revolving Credit Commitment Maturity Date Extension shall be subject to the additional requirements of *clause (v)* below",

, (vi) inserting the following text at the end of the *clause (ii)* of said *Section:*

"Notwithstanding the foregoing, the provisions of this *clause (ii)* shall not apply in connection with any Revolving Commitment Increase in connection with the Revolving Credit Commitment Maturity Extension, it being understood and agreed that the Borrower shall have the

right to solicit Extended Revolving Credit Sub-Commitments from existing Lenders and/or other Persons that are Eligible Assignees (which shall become Lenders) in such manner as it may determine.",

and (vii) inserting the following new *clause (v)* immediately after *clause (iv)* of said *Section*:

"(v) In connection with any Facility Increase in the Revolving Credit Facility pursuant to which the Extended Revolving Credit Sub-Commitments will be provided (the "***Revolving Credit Commitment Maturity Extension****")*, the following rules shall apply: (1) the Borrower, the Administrative Agent and each such Lender or other Eligible Assignee which agrees to provide an Extended Revolving Credit Sub-Commitment shall execute and deliver to the Administrative Agent an Extended Revolving Credit Sub-Commitment Agreement, (2) the final maturity of each such Extended Revolving Credit Sub-Commitment shall be the Extended Revolving Credit Maturity Date, (3) the Borrower shall obtain Extended Revolving Credit Sub-Commitments in an aggregate amount of not more than $100,000,000, (4) the Applicable Margin with respect to Revolving Loans, Foreign Currency Fees and the Commitment Fee made available pursuant to Extended Revolving Credit Sub-Commitments, in each case after the Initial Revolving Credit Stated Maturity Date, shall be as agreed among the Borrower and the Extending Revolving Lenders and set forth in the Extended Revolving Credit Sub-Commitment Agreement, (5) on the Extended Revolving Credit Sub-Commitment Effective Date (immediately prior to giving effect thereto), the Borrower shall permanently reduce the Aggregate Revolving Credit Commitments in an amount equal to the aggregate amount of Extended Revolving Credit Sub-Commitments to be provided pursuant to the Extended Revolving Credit Sub-Commitment Agreement, with such permanent reduction to be applied to the Revolving Credit Commitment of each Revolving Lender according to its Pro Rata Revolving Share in effect immediately prior to the effectiveness of the Extended Revolving Credit Sub-Commitment Agreement (and otherwise in accordance with the requirements of *Section 2.07(a) (Reduction or Termination of Revolving Credit Commitments)*) and, concurrently therewith, the Borrower will (immediately, and without the requirement of notice thereof from the Administrative Agent) make any prepayments required to be made pursuant to *Section 2.06(d)(i) (Prepayment If Outstandings Exceed Commitments*), and (6) *Schedule I-B (Revolving Credit Commitments)* shall be deemed modified to reflect the revised Revolving Credit Commitments of each Revolving Lender after giving effect to the Revolving Credit Commitment reductions pursuant to preceding *sub-clause (5)* and the Extended Revolving Credit Sub-Commitments provided pursuant to the Extended Revolving Credit Sub-Commitment Agreement, with each such Extended Revolving Credit Sub-Commitment, and each Non-Extended Revolving Credit Sub-Commitment, being identified as such on *Schedule I-B (Revolving Credit Commitments)*.".

(p) *Section 2.02(a) (Revolving Loans)* of the Credit Agreement is hereby amended by deleting the text "Revolving Credit Maturity Date" appearing in said *Section* and inserting the text "Initial Revolving Credit Maturity Date (or, in the case of any Extending Revolving Lender, the Extended Revolving Credit Maturity Date)" in lieu thereof.

(q) *Section 2.04(a)(i) (The Letter of Credit Commitment)* of the Credit Agreement is hereby amended by inserting the following new *sub-clause (w)* immediately preceding *sub-clause (x)* of said *Section*:

"(w) the sum of (i) the aggregate Outstanding Amount of all Revolving Loans, Swing Line Loans and L/C Obligations in respect of Letters of Credit with an expiry date after the Initial Revolving Credit Maturity Date and (ii) an amount equal to 105% of the Outstanding Amount of all Foreign Currency Loans, would exceed the aggregate amount of all Extended Revolving Credit Sub-Commitments,".

(r) Section 2.04(a)(iv) (The Letter of Credit Commitment) of the Credit Agreement is hereby amended by (i) deleting the text "and (B)" appearing in said Section and inserting the text "(B)" in lieu thereof and (ii) inserting the following text immediately before the period (".") at the end of said Section:

"and (C) no L/C Issuer that declines to approve the Eleventh Amendment will be required to issue, amend, extend or renew any Letter of Credit issued by it, if, after giving effect to such issuance, amendment, extension or renewal, the expiry date of such Letter of Credit would be later than the Initial Revolving Credit Maturity Date".

(s) *Section 2.06(e)(iii) (Mandatory Repayments)* of the Credit Agreement is hereby amended by deleting the text "*(h)*" appearing in the parenthetical in said *Section* and inserting the text "*(h)(I)*" in lieu thereof.

(t) *Section 2.07 (Reduction or Termination of Revolving Credit Commitments)* of the Credit Agreement is hereby amended by (i) inserting the text "pursuant to this *Section 2.07(a) (Reduction or Termination of Revolving Credit Commitments)*" immediately following the text "Aggregate Revolving Credit Commitments" appearing in the penultimate sentence of *clause (a)* of such *Section* and (ii) inserting the following new *clauses (d)* and *(e)* at the end of said *Section*:

"(d) On the Initial Revolving Credit Stated Maturity Date, the Non-Extended Revolving Credit Sub-Commitment of each Revolving Lender shall terminate in its entirety and be permanently reduced to $0.00.

(e) On the Extended Revolving Credit Stated Maturity Date, the Revolving Credit Commitment (and the Extended Revolving Credit Sub-Commitment) of each Revolving Lender shall terminate in its entirety and be permanently reduced to $0.00.".

(u) Section 2.08 (Repayment of Loans) of the Credit Agreement is hereby amended by deleting clauses (a), (b) and (c) of said Section in their entirety and inserting the following new clauses (a), (b) and (c) in lieu thereof:

"(a) to the Revolving Lenders on each of the Initial Revolving Credit Maturity Date and, if the Extended Revolving Credit Sub-Commitment Effective Date occurs, the Extended Revolving Credit Maturity Date, the aggregate principal amount of all outstanding Revolving Loans in Dollars outstanding on each such date;

(b) to the Foreign Currency Fronting Lender on the Initial Revolving Credit Maturity Date and, if the Extended Revolving Credit Sub-Commitment Effective Date occurs, on the Extended Revolving Credit Maturity Date, the aggregate principal amount of all outstanding Foreign Currency Loans in the applicable Denomination Currencies outstanding on such date;".

(c) to the Swing Lender, each Swing Line Loan on (i) demand (by telephonic or written notice) by the Administrative Agent, (ii) the tenth Business Day following the incurrence of such Swing Line Loan, (iii) the Initial Revolving Credit Maturity Date and (iv) if the Extended Revolving Credit Sub-Commitment Effective Date occurs, the Extended Revolving Credit Maturity Date;".

(v) *Section 2.10(a) (Commitment Fee)* of the Credit Agreement is hereby amended by deleting the text "and on the Revolving Credit Maturity Date" appearing in said *Section* and inserting the text "and on each of the Initial Revolving Credit Maturity Date and the Extended Revolving Credit Maturity Date" in lieu thereof.

(w) *Section 2.10(b) (Foreign Currency Fronting Fee and Documentary and Processing Charges Payable to Foreign Currency Fronting Lender)* of the Credit Agreement is hereby amended by deleting the text "and on the Revolving Credit Maturity Date" appearing in said *Section* and inserting the text "and on each of the Initial Revolving Credit Maturity Date and the Extended Revolving Credit Maturity Date" in lieu thereof.

(x) *Section 4.04(a)(i) (Certain Documents)* of the Credit Agreement is hereby amended by inserting the following text immediately prior to the semi-colon "(;)" appearing at the end of said *Section*:

"(or, in the case of the Revolving Credit Commitment Maturity Extension, the Extended Revolving Credit Commitment Agreement (in lieu of all of the above), duly executed by the Borrower and each Extending Revolving Lender)".

(y) *Section 5.13(a) (Ownership of Subsidiaries)* of the Credit Agreement is hereby amended by inserting the text ", the Permitted Senior Notes Documents and agreements evidencing Indebtedness incurred pursuant to any Permitted Refinancing thereof" immediately preceding the text "and the Subordinated Indentures" appearing in the last sentence of said *Section*.

(z) *Section 7.03 (Indebtedness)* of the Credit Agreement is hereby amended by (i) deleting *clause (b)* of said *Section* and inserting new *clause (b*) in lieu thereof:

"(b) Indebtedness under the Subordinated Notes, the AHI Assumed Indebtedness and the other Indebtedness outstanding as of the Closing Date and all as disclosed on *Schedule 7.03 (Outstanding Indebtedness)* and any Permitted Refinancing of any of the foregoing Indebtedness;"

and (ii) inserting the text "(I)" immediately preceding the text "unsecured Indebtedness" appearing in *clause (h)* of said *Section* and (iii) inserting the following text immediately preceding the semi-colon (";") at the end of *clause (h)* of said *Section*:

"and (II) unsecured Indebtedness of the Borrower under the Permitted Senior Notes and the other Permitted Senior Notes Documents, and of the Guarantors (so long as same remain Guarantors) under guarantees of the obligations of the Borrower pursuant to the Permitted Senior Notes Documents to which they are a party (and any Permitted Refinancing of any of the foregoing Indebtedness), so long as (i) such Indebtedness is incurred in accordance with the requirements of the definition of Permitted Senior Notes, (ii) 100% of the Net Proceeds thereof are applied to repay Loans in accordance with the requirements of *Section 2.06(e)(iii) (Mandatory Prepayments)*, (iii) the Borrower shall be in compliance with the financial covenants specified in *Section 7.13 (Financial Covenants)* on a pro forma basis immediately after giving effect to such incurrence, as shall be certified by a Responsible Officer of the Borrower, together with supporting calculations in reasonable detail, (iv) no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (v) all representations and warranties contained in *Article V (Representations and Warranties)* and in the other Loan Documents shall be true and correct in all material respects as though made on and as of the date of such incurrence, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date,".

(aa) *Section 7.07(b) (Restricted Payments)* of the Credit Agreement is hereby amended by deleting the text "dividend payments or other distributions" appearing in *clause (b)* of said *Section* and inserting the text "Restricted Payments" in lieu thereof.

(bb) *Section 7.11 (Burdensome Agreements)* of the Credit Agreement is hereby amended by (i) deleting the text "and" at the end of *clause (vi)* thereof and inserting a comma (",") in lieu thereof, and (ii) redesignating *clause (vii)* of said *Section* as *clause (viii)* thereof and inserting the following new *clause (vii*) in lieu thereof:

"(vii) the Subordinated Notes, the Permitted Senior Notes Documents and agreements evidencing Indebtedness incurred pursuant to any Permitted Refinancing thereof; and".

(cc) *Section 7.19 (Subordinated Indebtedness)* of the Credit Agreement is hereby amended by deleting said *Section* in its entirety and inserting the following new *Section 7.19* in lieu thereof:

"**7.19 Subordinated Indebtedness; etc.** Unless consented to by the Required Lenders:

(a) (i) prepay, redeem, purchase, repurchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Subordinated Indebtedness, in each case including pursuant to any change of control, sale of assets, issuance of any equity or otherwise as may be set forth in the terms therefor or available to the Borrower at its option or (ii) make (or give any notice in respect of) any voluntary or optional prepayment on, or voluntary or optional redemption, repurchase, defeasance or other acquisition for value of, any Permitted Senior Note Document (or any Indebtedness incurred in connection with a Permitted Refinancing thereof); or

(b) amend, modify or change the terms of any Subordinated Indebtedness (or the Subordinated Indenture or any other material agreement or document entered into in connection with such Subordinated Indebtedness) or, after the execution and delivery thereof, any Permitted Senior Notes Document (or any agreements evidencing Indebtedness incurred pursuant to a Permitted Refinancing thereof) if the effect of such amendment is to (i) increase the interest rate on such Subordinated Indebtedness or Permitted Senior Notes (or any Indebtedness incurred in connection with a Permitted Refinancing thereof), (ii) change the dates upon which payments of principal or interest are due on such Subordinated Indebtedness or Permitted Senior Notes (or any Indebtedness incurred in connection with a Permitted Refinancing thereof) (other than to extend such dates), (iii) change any default or event of default other than to delete or make less restrictive any default provision therein, or add any covenant with respect to such Subordinated Indebtedness or Permitted Senior Notes (or any Indebtedness incurred in connection with a Permitted Refinancing thereof), (iv) change the redemption or prepayment provisions of such Subordinated Indebtedness or Permitted Senior Notes (or any Indebtedness incurred in connection with a Permitted Refinancing thereof) other than to extend the dates therefor or to reduce the premiums payable in connection therewith or (v) change or amend any other term if such change or amendment would materially increase the obligations of the obligor, or shorten the maturity or average life to maturity of such Subordinated Indebtedness or Permitted Senior Notes (or any Indebtedness incurred in connection with a Permitted Refinancing thereof) or increase the rate or fees applicable thereto or grant collateral as security therefor, or confer additional material rights to the holder of such Subordinated Indebtedness or Permitted Senior

Notes (or any Indebtedness incurred in connection with a Permitted Refinancing thereof), in each of clauses (i) through (v), in a manner adverse to the Borrower, any of its Subsidiaries, the Administrative Agent or any Lender;

provided that in any fiscal year, (A) the Borrower may at any time prepay, redeem, purchase, repurchase, refinance, defease or otherwise satisfy prior to the scheduled maturity thereof a principal amount of Subordinated Indebtedness or Permitted Senior Notes not in excess of the Applicable Amount at such time (each such event, a "***Bond Repurchase***"), so long as both immediately before and after the making of any such Bond Repurchase, and pro forma for each such Bond Repurchase, (i) the excess of the Aggregate Revolving Credit Commitments over the aggregate Outstanding Amount of all Revolving Loans, Swing Line Loans, Foreign Currency Loans and L/C Obligations shall equal or exceed the Dollar Equivalent of $40,000,000, (ii) no Default or Event of Default shall have occurred and be continuing, and (iii) all representations and warranties contained in *Article V (Representations and Warranties)* and in the other Loan Documents shall be true and correct in all material respects; and *provided, further*, that, (x) notwithstanding any of the foregoing provisions of this *Section 7.19*, so long as no Default or Event of Default then exists or would result therefrom, the Borrower may prepay, redeem, purchase, repurchase, defease or otherwise satisfy prior to the scheduled maturity thereof, any Subordinated Indebtedness (including, without limitation, the Subordinated Notes issued pursuant to the 2002 Indenture) or Permitted Senior Notes in connection with any Permitted Refinancing thereof, and (y) any such transaction pursuant to preceding *clause (x)* of this proviso shall not be considered a Bond Repurchase for purposes of calculating the Applicable Amount.".

(dd) *Section 8.01(e) (Cross-Default)* of the Credit Agreement is hereby amended by deleting *clause (iii)* of said *Section* in its entirety and inserting the following new *clause (iii)* in lieu thereof:

"(iii) there occurs any event of default under and as defined in the Subordinated Notes, any other Subordinated Indebtedness, the Subordinated Indenture, any Permitted Senior Notes Document or any agreement evidencing a Permitted Refinancing of the forgoing which could reasonably result in liability exceeding the Dollar Equivalent equal to $50,000,000;"

(ee) *Section 9.04(b) (Reliance by Administrative Agent)* of the Credit Agreement is hereby amended by restating said *Section* in its entirety as follows:

"(b) For purposes of determining compliance with the conditions specified in *Sections 4.01 (Conditions Precedent to Initial Credit Extensions), 4.02 (Conditions Precedent to Each Credit Extension)* and *4.04 (Conditions Precedent to Each Facilities Increase)* each Agent and 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 Administrative Agent, any other Agent and/or a Lender unless the Administrative Agent shall have received notice from such Lender prior to the anticipated Closing Date, or other relevant date of determination, as the case may be, specifying its objection thereto. Without limiting the foregoing, it is understood and agreed that each Lender has the right to request from the Administrative Agent a copy of any item required to be delivered pursuant to *Section 4.01 (Conditions Precedent to Initial Credit Extensions)*, *4.02 (Conditions Precedent to Each Credit Extension) or 4.04 (Conditions Precedent to Each Facilities Increase)* which is required to be satisfactory in form, scope and substance to the Administrative Agent or any other Agent."

(ff) *Section 10.07(c) (Assignments and Participations)* of the Credit Agreement is hereby amended by inserting the text "(including Extended Revolving Credit Sub-Commitments and Non-Extended Revolving Credit Sub-Commitments)" immediately after the text "Commitments" appearing in said *Section*.

(gg) The Credit Agreement is hereby further amended by deleting the identifying text "*(Subordinated Indebtedness)*" appearing in each reference to "*Section 7.19*" (or any *sub-clause* thereof) appearing in the Credit Agreement and inserting the text "*(Subordinated Indebtedness, etc.)*" in lieu thereof.

(hh) *Exhibit C-2 (Form of Revolving Loan Note)* to the Credit Agreement is hereby amended by restating same in its entirety in the form of *Exhibit C-2 (Form of Revolving Loan Note)* attached hereto.

(ii) *Exhibit C-3 (Form of Swing Line Note)* to the Credit Agreement is hereby amended by restating same in its entirety in the form of *Exhibit C-3 (Form of Swing Line Note)* attached hereto.

(jj) *Exhibit E (Form of Assignment and Acceptance)* to the Credit Agreement is hereby amended by restating same in its entirety in the form of *Exhibit E (Form of Assignment and Acceptance)* attached hereto.

(kk) The Credit Agreement is hereby further amended by attaching new *Exhibit L (Form of Extended Revolving Credit Sub-Commitment Agreement)* in the form of *Exhibit L (Form of Extended Revolving Credit Sub-Commitment Agreement)* attached hereto.

Section 2. Conditions to Effectiveness. This Eleventh Amendment shall become effective as of the date (the "***Eleventh Amendment Effective Date***") on which each of the following conditions precedent shall have been satisfied:

(a) *Certain Documents*. The Administrative Agent shall have received each of the following, dated as of the Eleventh Amendment Effective Date (unless otherwise agreed to by the Administrative Agent), in form and substance satisfactory to Administrative Agent:

(i) this Eleventh Amendment, duly executed by the Borrower and the Administrative Agent;

(ii) the Consent, Agreement and Affirmation of Guaranty in the form attached hereto as *Exhibit A* (the "***Guarantor Consent***"), duly executed by each of the Guarantors;

(iii) the Acknowledgment and Consents, each in the form attached hereto as *Exhibit B* (each, a "***Lender Consent***"), duly executed by the Lenders constituting the Required Lenders;

(iv) a copy of the notice delivered by a Responsible Officer of the Borrower (or by an authorized attorney at Kane Kessler, P.C., counsel to the Borrower), to each Local Agent in respect of each outstanding Local Credit Facility pursuant to the requirements of *Section 5.4(c) (Matters Relating to Loan Documents)* of the Local Credit Facility Intercreditor Agreement, pursuant to which the Borrower notifies each such Local Agent of the amendments contained herein, certified by a Responsible Officer of

the Borrower as being a true, complete and correct copy of such notice and together with evidence reasonably satisfactory to the Administrative Agent that such notice shall have been delivered by the Borrower to such Local Agents at least three Business Days prior to the Eleventh Amendment Effective Date; and

(v) such additional documentation as the Administrative Agent or the Required Lenders may reasonably require prior to the execution and delivery of this Eleventh Amendment to the Borrower by the Administrative Agent.

(b) *Corporate and Other Proceedings*. All corporate and other proceedings, and all documents, instruments and other legal matters in connection with the transactions contemplated by this Eleventh Amendment shall be satisfactory in all respects to the Administrative Agent and the Required Lenders.

(c) *Representations and Warranties; No Defaults*. The Administrative Agent, for the benefit of the Lenders, shall have received a certificate of a Responsible Officer of the Borrower certifying that both before and after giving effect to this Eleventh Amendment:

(i) each of the representations and warranties set forth in *Article V (Representations and Warranties*) of the Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Eleventh Amendment Effective Date 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 have been true and correct in all material respects as of such earlier date; and

(ii) no Default or Event of Default shall have occurred and be continuing, either on the date hereof or on the Eleventh Amendment Effective Date.

Section 3. Representations and Warranties. The Borrower, on behalf of itself and the other Loan Parties, hereby represents and warrants to the Administrative Agent and each Lender as follows:

(a) the execution, delivery and performance by each Loan Party of this Eleventh Amendment have been duly authorized by all requisite corporate or other action on the part of such Loan Party and will not violate any of the certificates of incorporation or by-laws (or equivalent Constituent Documents) of such Loan Party; and

(b) this Eleventh Amendment has been duly executed and delivered by each Loan Party, and each of this Eleventh Amendment and the Credit Agreement as amended or otherwise modified hereby constitutes the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with their terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and other similar Laws relating to or affecting creditors' rights generally and by the application of general equitable principles (whether considered in proceedings at Law or in equity).

Section 4. Reference to and Effect on the Loan Documents.

(a) As of the Eleventh Amendment Effective Date, each reference in the Credit Agreement and the other Loan Documents to "*this Agreement*," "*hereunder*," "*hereof*," "*herein*" or words of like import shall mean and be a reference to the Credit Agreement or such other Loan Document as amended by this Eleventh Amendment.

(b) Except to the extent amended hereby, the Credit Agreement and all of the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Eleventh Amendment shall not operate as a waiver of any Default or Event of Default or any right, power, privilege or remedy of any Agent, any Lender or any L/C Issuer under the Credit Agreement or any Loan Document, or constitute a waiver of any provision of the Credit Agreement or any Loan Document, except as to any waiver expressly set forth in this Eleventh Amendment.

(d) The Borrower hereby confirms that the security interests and Liens granted by the Borrower pursuant to the Loan Documents continue to secure the Obligations and that such security interests and Liens remain in full force and effect.

Section 5. Costs and Expenses. As provided in *Section 10.04 (Attorney Costs, Expenses and Taxes)* of the Credit Agreement, the Borrower agrees to reimburse the Administrative Agent for all reasonable fees, costs and out-of-pocket expenses due and payable by the Borrower pursuant to the Loan Documents, including such costs and expenses (including Attorney Costs) for advice, assistance, or other representation in connection with the preparation, execution and delivery of this Eleventh Amendment.

Section 6. Governing Law. This Eleventh Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 7. Headings. Section headings in this Eleventh Amendment are included herein for convenience of reference only and shall not constitute a part of this Eleventh Amendment for any other purposes.

Section 8. Severability. The fact that any term or provision of this Eleventh Amendment (or of the Credit Agreement, to the extent modified pursuant to this Eleventh Amendment) is held invalid, illegal or unenforceable as to any person in any situation in any jurisdiction shall not affect the validity, enforceability or legality of the remaining terms or provisions hereof or the validity, enforceability or legality of such offending term or provision in any other situation or jurisdiction or as applied to any person.

Section 9. Execution in Counterparts. This Eleventh Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Receipt by the Administrative Agent of a facsimile, PDF or other electronic copy of an executed signature page hereof shall constitute receipt by the Administrative Agent of an executed counterpart of this Eleventh Amendment.

Section 10. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS ELEVENTH AMENDMENT OR ANY OTHER LOAN DOCUMENT.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Eleventh Amendment has been duly executed on the date set forth above.

JARDEN CORPORATION,
as Borrower

By: /s/ John E. Capps
Name: John E. Capps
Title: Senior Vice President and General Counsel

Deutsche Bank AG New York Branch,
as Administrative Agent, Foreign Currency Fronting Lender and Swing Line Lender under the Credit Agreement

By: /s/ Scottye Lindsey
Name: Scottye Lindsey
Title: Director

By: /s/ Paul O'Leary
Name: Paul O'Leary
Title: Director

CITICORP USA, INC.,
as Syndication Agent

By: /s/ Allen Fisher
Name: Allen Fisher
Title: Vice President

Exhibit 10.2

CONSENT, AGREEMENT AND AFFIRMATION OF GUARANTY

Each of the undersigned Guarantors hereby consents to the terms of the foregoing Eleventh Amendment and agrees that the terms of the Eleventh Amendment shall not affect in any way its obligations and liabilities under any Loan Document (as such Loan Documents are amended or otherwise expressly modified by the Eleventh Amendment), all of which obligations and liabilities shall remain in full force and effect and each of which is hereby reaffirmed (as amended or otherwise expressly modified by the Eleventh Amendment). The Guarantors hereby confirm that the security interests and Liens granted pursuant to the Loan Documents continue to secure the Obligations (including the Local Credit Facility Obligations) and that such security interests and Liens remain in full force and effect.

ALLTRISTA PLASTICS LLC
AMERICAN HOUSEHOLD, INC.
AUSTRALIAN COLEMAN, INC.
BICYCLE HOLDING, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
FIRST ALERT, INC.
HEARTHMARK, LLC
HOLMES MOTOR CORPORATION
JARDEN ACQUISITION I, LLC
JARDEN ZINC PRODUCTS, LLC
JT SPORTS LLC
K2 INC.
K-2 CORPORATION
KANSAS ACQUISITION CORP.
L.A. SERVICES, INC.
LASER ACQUISITION CORP.
LEHIGH CONSUMER PRODUCTS LLC
LOEW-CORNELL, LLC
MARKER VOLKL USA, INC.
MARMOT MOUNTAIN, LLC
MIKEN SPORTS, LLC
NIPPON COLEMAN, INC.
OUTDOOR TECHNOLOGIES CORPORATION
PENN FISHING TACKLE MFG. CO.
PURE FISHING, INC.
QUOIN, LLC
RAWLINGS SPORTING GOODS COMPANY, INC.
SEA STRIKER, LLC
SHAKESPEARE COMPANY, LLC

SHAKESPEARE CONDUCTIVE FIBERS, LLC
SI II, INC.
SITCA CORPORATION
SUNBEAM AMERICAS HOLDINGS, LLC
SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.
THE UNITED STATES PLAYING CARD COMPANY
USPC HOLDING, INC.

By: /s/ John E. Capps
Name: John E. Capps
Title: Vice President