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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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

**Date of report (Date of earliest event reported): January 27, 2016 (January 26, 2016)**

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**NEWELL RUBBERMAID INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**1-9608**  
(Commission  
File Number)

**36-3514169**  
(IRS Employer  
Identification Number)

**3 Glenlake Parkway**  
**Atlanta, Georgia 30328**  
(Address of principal executive offices including zip code)

**(770) 418-7000**  
(Registrant's telephone number, including area code)

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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 (see General Instruction A.2. below):

- 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))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On January 26, 2016, Newell Rubbermaid Inc. (the “Company”) entered into a five-year revolving credit agreement (as amended or supplemented from time to time, the “Revolving Credit Agreement”) with a syndicate of banks led by JPMorgan Chase Bank, N.A., as Administrative Agent. Goldman Sachs Bank USA, Barclays Bank PLC, Citibank, N.A. and RBC Capital Markets served as Syndication Agents, and Goldman Sachs Bank USA, J.P. Morgan Securities LLC, Barclays Bank PLC, Citigroup Global Markets Inc. and RBC Capital Markets served as Joint Lead Arrangers and Joint Bookrunners. The Revolving Credit Agreement amends and restates in its entirety the Company’s existing revolving credit agreement, dated as of December 2, 2011, among the Company, JPMorgan Chase Bank, N.A., as administrative agent, and the other agents and lenders party thereto.

The Revolving Credit Agreement provides for an unsecured syndicated revolving credit facility with a maturity date of January 26, 2021, with aggregate commitments of \$1,250,000,000. The Company may from time to time request increases in the aggregate commitments to up to \$1,750,000,000 upon the satisfaction of certain conditions. The Company may request extension of the maturity date of the facility (subject to lender approval) for additional one-year periods. Extensions of credit under the facility will be used for general corporate purposes of the Company and its subsidiaries, including, without limitation, acquisitions. Under the facility, the Company may borrow funds on a variety of interest rate terms. The facility provides for the issuance of up to \$100,000,000 of letters of credit for the account of the Company, so long as there is a sufficient amount available for borrowing under the facility. In addition to the committed portion of the facility, the Revolving Credit Agreement provides for extensions of competitive bid loans from one or more lenders (in the lenders’ discretion) of up to \$500,000,000, which are not a utilization of the commitment. Subject to the terms set forth in the Revolving Credit Agreement, the Company may borrow, prepay and re-borrow amounts under the facility at any time prior to termination of the facility.

The Revolving Credit Agreement contains customary representations and warranties, covenants and events of default. The covenants set forth in the Revolving Credit Agreement include certain affirmative and negative operational and financial covenants, including, among other things, restrictions on the Company’s ability to incur certain liens, make fundamental changes to its business or engage in transactions with affiliates, limitations on the amount of indebtedness that may be incurred by the Company’s subsidiaries and a requirement that the Company maintain certain Interest Coverage and Total Indebtedness to Total Capital ratios, as defined in the Revolving Credit Agreement. In addition, the Revolving Credit Agreement provides for certain events of default, the occurrence of which could result in the acceleration of the Company’s obligations under the Revolving Credit Agreement and the termination of the lenders’ obligation to extend credit pursuant to the Revolving Credit Agreement.

In addition, on January 26, 2016, the Company entered into a credit agreement (as amended or supplemented from time to time, the “Term Loan Credit Agreement”) for a \$1,500,000,000 senior unsecured term loan facility (the “Term Loan Facility”) with a syndicate of banks led by JPMorgan Chase Bank, N.A., as Administrative Agent. Goldman Sachs Bank USA, Citibank, N.A. and RBC Capital Markets served as Syndication Agents, and Goldman Sachs Bank USA, J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and RBC Capital Markets served as Joint Lead Arrangers and Joint Bookrunners. The proceeds of the Term Loan Credit Agreement will be used to pay a portion of the cash consideration in connection with the recently announced agreement to combine with Jarden Corporation (the “Jarden acquisition”) and pay some or all of the related fees and expenses.

The Term Loan Credit Agreement provides for a maturity date of three years from the closing date of the Jarden acquisition (the “Closing Date”). Under the Term Loan Credit Agreement, the Company may borrow funds on a variety of interest rate terms. The Term Loan Facility will be funded by the lenders upon the satisfaction of certain conditions, including the consummation of the Jarden acquisition, but in no event prior to March 31, 2016.

The Term Loan Credit Agreement requires the Company to repay (i) each quarter after the Closing Date but on or before the second anniversary of the Closing Date an amount equal to 1.25% of the aggregate principal amount outstanding on the Closing Date, (ii) in the second quarter after the second anniversary of the Closing Date, an amount equal to 45% of the aggregate principal amount on the Closing Date and (iii) on the maturity date, the then unpaid principal amount outstanding under the Term Loan Credit Agreement. The Term Loan Credit Agreement also provides for voluntary prepayment of loans without premium or penalty, subject to certain conditions and exceptions.

The Term Loan Credit Agreement contains customary representations and warranties, covenants and events of default. The covenants set forth in the Term Loan Credit Agreement include certain affirmative and negative operational and financial covenants, including, among other things, financial statements and other reports, maintenance of properties, insurance, books and records, restrictions on the Company's ability to incur certain liens, make fundamental changes to its business or engage in transactions with affiliates, limitations on the amount of indebtedness that may be incurred by the Company's subsidiaries and a requirement that the Company maintain certain Interest Coverage and Total Indebtedness to Total Capital ratios, as defined in the Term Loan Credit Agreement. In addition, the Term Loan Credit Agreement provides for certain events of default, the occurrence of which could result in the acceleration of the Company's obligations under the Term Loan Credit Agreement.

The foregoing summaries of the Revolving Credit Agreement and Term Loan Credit Agreement are qualified in their entirety by reference to the Revolving Credit Agreement and Term Loan Credit Agreement, copies of which are filed as Exhibit 10.1 and Exhibit 10.2 hereto, respectively, and are incorporated herein by reference.

Some of the potential lenders under the Revolving Credit Agreement and Term Loan Credit Agreement (and their respective subsidiaries or affiliates) have in the past provided, and may in the future provide, investment banking, underwriting, lending, commercial banking, trust and other advisory services to the Company and its subsidiaries and affiliates. These parties have received, and may in the future receive, customary compensation from the Company and its subsidiaries and affiliates for such services.

### **Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement**

The information provided in Item 1.01 of this Current Report on Form 8-K is hereby incorporated into this Item 2.03 by reference.

### **Caution Concerning Forward Looking Statements**

Statements in this press release that are not historical in nature constitute forward-looking statements. These forward-looking statements relate to information or assumptions about the effects of sales, income/(loss), earnings per share, operating income, operating margin or gross margin improvements or declines, Project Renewal, capital and other expenditures, cash flow, dividends, restructuring and other project costs, costs and cost savings, inflation or deflation, particularly with respect to commodities such as oil and resin, debt ratings, changes in exchange rates, product recalls, expected benefits, synergies and financial results from recently completed acquisitions and planned acquisitions and divestitures and management's plans, projections and objectives for future operations and performance. These statements are accompanied by words such as "anticipate," "expect," "project," "will," "believe," "estimate" and similar expressions. Actual results could differ materially from those expressed or implied in the forward-looking statements. Important factors that could cause actual results to differ materially from those suggested by the forward-looking statements include, but are not limited to, our dependence on the strength of retail, commercial and industrial sectors of the economy in light of the continuation or escalation of the global economic slowdown or regional sovereign debt issues; currency fluctuations; competition with other manufacturers and distributors of consumer products; major retailers' strong bargaining power and consolidation of our retail customers; changes in the prices of raw materials and sourced products and our ability to obtain raw materials and sourced products in a timely manner from suppliers; our ability to develop innovative new products and to develop, maintain and strengthen our end-user brands, including the ability to realize anticipated benefits of increased advertising and promotion spend; product liability, product recalls or regulatory actions; our ability to expeditiously close facilities and move operations while managing foreign regulations and other impediments; a failure of one of our key information technology systems or related controls; the potential inability to attract, retain and motivate key employees; future events that could adversely affect the value of our assets and require impairment charges; our ability to improve productivity and streamline operations; changes to our credit ratings; significant increases in the funding obligations related to our pension plans due to declining asset values, declining interest rates or otherwise; the imposition of tax liabilities greater than our provisions for such matters; the risks inherent in our foreign operations, including exchange controls and pricing restrictions; our ability to realize the expected benefits, synergies and financial results from our recently acquired businesses and pending acquisitions; our inability to obtain stockholder or domestic and foreign regulatory approvals required to complete the planned acquisitions and divestitures; failure to satisfy a condition to closing

of the planned acquisitions and divestitures; our ability to complete the planned acquisitions and divestitures; difficulties or high costs associated with securing financing necessary to pay the cash portion of the merger consideration contemplated by the pending Jarden acquisition; risks related to the substantial indebtedness that Newell Rubbermaid will incur in connection with the pending Jarden acquisition and our ability to maintain our investment grade debt ratings; difficulties integrating our business with Jarden and unexpected costs or expense associated with the pending Jarden acquisition; and those factors listed in our most recently filed Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission. Changes in such assumptions or factors could produce significantly different results. The information contained in this news release is as of the date indicated. The company assumes no obligation to update any forward-looking statements contained in this news release as a result of new information or future events or developments.

### **Additional Information and Where to Find It**

In connection with the pending Jarden acquisition, Newell Rubbermaid and Jarden have filed a registration statement on Form S-4 that includes the Joint Proxy Statement of Newell Rubbermaid and Jarden and that also constitutes a prospectus of Newell Rubbermaid. Newell Rubbermaid and Jarden plan to mail to their respective shareholders the Joint Proxy Statement/Prospectus in connection with the pending Jarden acquisition. **WE URGE INVESTORS AND SHAREHOLDERS TO READ THE JOINT PROXY STATEMENT/PROSPECTUS AND ANY OTHER RELEVANT DOCUMENTS, BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT NEWELL RUBBERMAID, JARDEN, AND THE PROPOSED MERGER TRANSACTIONS.** Investors and shareholders are able to obtain copies of the Joint Proxy Statement/Prospectus and other documents filed with the SEC by Newell Rubbermaid and Jarden free of charge at the SEC's website, [www.sec.gov](http://www.sec.gov). In addition, investors and shareholders are able to obtain free copies of the Joint Proxy Statement/Prospectus and other documents filed with the SEC by Newell Rubbermaid by accessing Newell Rubbermaid's website at [www.newellrubbermaid.com](http://www.newellrubbermaid.com) by clicking on the "Investor Relations" link and then clicking on the "SEC Filings" link or by contacting Newell Rubbermaid Investor Relations at [investor.relations@newellrubbermaid.com](mailto:investor.relations@newellrubbermaid.com) or by calling 1-800-424-1941. Shareholders may also read and copy any reports, statements and other information filed by Newell Rubbermaid or Jarden with the SEC, at the SEC public reference room at 100 F Street, N.E., Washington D.C. 20549. Please call the SEC at 1-800-SEC-0330 or visit the SEC's website for further information on its public reference room.

### **Participants in the Merger Solicitation**

Newell Rubbermaid, Jarden and certain of their respective directors, executive officers and other persons may be considered participants in the solicitation of proxies from the respective shareholders of Newell Rubbermaid and Jarden in respect of the proposed combination contemplated by the Joint Proxy Statement/Prospectus. Information regarding Newell Rubbermaid's directors and executive officers is available in Newell Rubbermaid's Form 10-K filed with the SEC on March 2, 2015, its proxy statement filed with the SEC on April 1, 2015 in connection with its 2015 annual meeting of stockholders and its Forms 8-K filed with the SEC on February 12, 2015, May 19, 2015, October 9, 2015, November 16, 2015, December 14, 2015 and December 29, 2015. Information regarding Jarden's directors and executive officers is available in Jarden's Form 10-K filed with the SEC on March 2, 2015, its proxy statement filed with the SEC on April 20, 2015 in connection with its 2015 annual meeting of stockholders and its Forms 8-K filed with the SEC on January 5, 2015, June 9, 2015, December 17, 2015 and January 7, 2016. Other information regarding persons who may be considered participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, are contained in the Joint Proxy Statement/Prospectus and other relevant materials filed with the SEC.

### **Non-Solicitation**

This communication is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the pending Jarden acquisition or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

Exhibit  
No.

Exhibit Description

- |      |   |
|------|---|
| 10.1 | Credit Agreement dated as of January 26, 2016 among Newell Rubbermaid Inc., the subsidiary borrowers party thereto, the guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. |
| 10.2 | Term Loan Credit Agreement dated as of January 26, 2016 among Newell Rubbermaid Inc., the guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.                               |

**SIGNATURES**

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.

Date: January 27, 2016

NEWELL RUBBERMAID INC.

By: /s/ Bradford R. Turner

Bradford R. Turner  
Senior Vice President, General Counsel and Corporate  
Secretary

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**EXHIBIT INDEX**

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| 10.2 | Term Loan Credit Agreement dated as of January 26, 2016 among Newell Rubbermaid Inc., the guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.                               |

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AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

January 26, 2016

among

NEWELL RUBBERMAID INC.,  
as the Company,

The SUBSIDIARY BORROWERS Party Hereto,

The GUARANTORS from Time to Time Party Hereto,

The Lenders Party Hereto

and

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

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GOLDMAN SACHS BANK USA,  
J.P. MORGAN SECURITIES LLC,  
BARCLAYS BANK PLC,  
CITIGROUP GLOBAL MARKETS INC.

and

RBC CAPITAL MARKETS,  
as Joint Lead Arrangers and Joint Bookrunners

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GOLDMAN SACHS BANK USA,  
BARCLAYS BANK PLC,  
CITIBANK, N.A.

and

RBC CAPITAL MARKETS,  
as Syndication Agents

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BANK OF AMERICA, N.A.,  
CREDIT SUISSE AG,  
THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,  
WELLS FARGO BANK, NATIONAL ASSOCIATION

and

PNC BANK, NATIONAL ASSOCIATION,  
as Documentation Agents

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- Schedule 2.06 – Existing Letters of Credit
- Schedule 3.12 – Existing Agreements
- Schedule 3.13 – Significant Subsidiaries
- Schedule 6.02 – Existing Indebtedness
- Schedule 6.03(b) – Existing Liens

EXHIBITS:

- Exhibit A – Form of Assignment and Assumption
- Exhibit B – Form of Guarantor Joinder Agreement
- Exhibit C – Form of Subsidiary Borrower Joinder Agreement
- Exhibit D-1 – U.S. Tax Compliance Certificate (For Non-U.S. Lenders that are not Partnerships for U.S. Federal Income Tax Purposes)
- Exhibit D-2 – U.S. Tax Compliance Certificate (For Non-U.S. Lenders that are Partnerships for U.S. Federal Income Tax Purposes)
- Exhibit D-3 – U.S. Tax Compliance Certificate (For Non-U.S. Participants that are not Partnerships for U.S. Federal Income Tax Purposes)
- Exhibit D-4 – U.S. Tax Compliance Certificate (For Non-U.S. Participants that are Partnerships for U.S. Federal Income Tax Purposes)
- Exhibit E – Form of Promissory Note

AMENDED AND RESTATED CREDIT AGREEMENT dated as of January 26, 2016 among NEWELL RUBBERMAID INC., a Delaware corporation (the “**Company**”), the SUBSIDIARY BORROWERS party hereto, the GUARANTORS from time to time party hereto, the LENDERS party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

WITNESSETH THAT:

WHEREAS, the Company is party to that certain Credit Agreement, dated as of December 2, 2011 (as amended prior to the date hereof, the “**Existing Credit Agreement**”) among, among others, the Company, the “Subsidiary Borrowers” as defined therein, the “Lenders” as defined therein (the “**Existing Lenders**”) and JPMorgan Chase Bank, N.A., as administrative agent for the Existing Lenders; and

WHEREAS, subject to and upon the terms and conditions set forth herein, the parties hereto wish to amend and restate the Existing Credit Agreement in its entirety in the form of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree that, on the Amendment and Restatement Effective Date (such term and each other capitalized term used and not otherwise defined herein having the meaning assigned to it in Article 1), the Existing Credit Agreement shall be and is hereby amended and restated as follows:

ARTICLE 1  
DEFINITIONS

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

“**1995 Indenture**” means the Indenture, dated as of November 1, 1995, between the Company (as successor to Newell Co.), as issuer, and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMCB), as trustee, as further supplemented, amended or modified from time to time prior to the date hereof.

“**2012 Indenture**” means the Indenture, dated as of June 14, 2012 between the Company, as issuer, and The Bank of New York Mellon Trust Company, N.A., as trustee, as further supplemented, amended or modified from time to time prior to the date hereof.

“**2014 Indenture**” means the Indenture, dated as of November 19, 2014, between the Company, as issuer, and U.S. Bank National Association, as trustee, as further supplemented, amended or modified from time to time prior to the date hereof.

“**ABR**”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are denominated in Dollars and bearing interest at a rate determined by reference to the Alternate Base Rate.

“**Additional Commitment Lender**” has the meaning assigned to such term in Section 2.22.

“**Adjusted LIBO Rate**” means, with respect to any Eurocurrency Borrowing for any Interest Period, an interest rate *per annum* (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the relevant LIBO Rate for such Interest Period for such Borrowing denominated in the relevant Currency multiplied by (b) the Statutory Reserve Rate.

“**Administrative Agent**” means JPMCB, in its capacity as administrative agent for the Lenders hereunder.

“**Administrative Agent’s Office**” means the Administrative Agent’s office and, as appropriate, account or accounts in respect of each relevant Currency, as designated from time to time by the Administrative Agent in a notice to the Company and the Lenders.

“**Administrative Questionnaire**” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“**Affected Currency**” has the meaning assigned to such term in Section 2.14.

“**Affiliate**” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“**Agreed Foreign Currency**” means, at any time, any of euro, Pounds Sterling, Japanese Yen, and with the agreement of each Lender (and each Issuing Bank, as to any Letter of Credit requested to be issued by it), any other Foreign Currency, so long as, in respect of any such specified Currency or other Foreign Currency, at such time (a) such Currency is dealt with in the London interbank deposit market, (b) such Currency is freely transferable and convertible into Dollars in the London foreign exchange market and (c) no central bank or other governmental authorization in the country of issue of such Currency (including, in the case of the euro, any authorization by the European Central Bank) is required to permit use of such Currency by any Lender for making any Revolving Loan hereunder and/or to permit any Applicable Borrower to borrow and repay the principal thereof and to pay the interest thereon and/or, in the case of any Letter of Credit denominated in any such Currency, to permit the applicable Issuing Bank to issue such Letter of Credit or make any disbursement with respect thereto hereunder and/or to permit any Applicable Borrower to reimburse the applicable Issuing Bank for any such disbursement or pay interest thereon and/or to permit any Lender to acquire a participation interest therein or make any payment to the applicable Issuing Bank in consideration thereof, unless, in each case, such authorization has been obtained and is in full force and effect.

“**Alternate Base Rate**” means, for any day, a rate *per annum* equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day *plus* 0.50% and (c) the Adjusted LIBO Rate for Dollar deposits for a one month Interest Period on such day (or if such day is not a Business Day, the next preceding Business Day) *plus* 1.00%; *provided* that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate at approximately 11:00 a.m. London time on such day (or the next preceding Business Day, as applicable). Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or such Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or such Adjusted LIBO Rate, respectively.

“**Amendment**” means that certain Amendment No. 2 to the Credit Agreement dated as of November 10, 2014 among the Company, the Subsidiary Borrowers signatory thereto, each of the Lenders party thereto and the Administrative Agent.

“**Amendment and Restatement Effective Date**” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 10.02).

“**Anti-Corruption Laws**” means all laws, rules, and regulations of any jurisdiction applicable to the Borrowers or any of their Subsidiaries from time to time concerning or relating to bribery or corruption.

“**Applicable Borrowers**” means (a) with respect to the Commitments (including any Revolving Loans and/or the Letters of Credit made (or to be made) or issued (or to be issued) thereunder), the Company and each Domestic Subsidiary designated to be a Subsidiary Borrower for such purpose pursuant to Section 2.05 (so long as such Subsidiary shall remain a Subsidiary Borrower hereunder) and (b) with respect to Section 2.04 (including the right to request Competitive Bids and to borrow Competitive Loans hereunder), the Company and each Subsidiary designated to be a Subsidiary Borrower for such purpose pursuant to Section 2.05 (so long as such Subsidiary shall remain a Subsidiary Borrower hereunder). References herein to “the Applicable Borrower” shall refer to each particular Applicable Borrower under clause (a) or (b) above which is (or shall be) the Borrower in respect of the relevant Loans or Letters of Credit.

“**Applicable LC Fronting Sublimit**” means (a) with respect to each Issuing Bank on the Amendment and Restatement Effective Date, the amount set forth opposite such Issuing Bank’s name on Schedule 2.01 and (b) with respect to any other Person that becomes an Issuing Bank after the Amendment and Restatement Effective Date, such amount as agreed to in writing by the Company and such Person at the time such Person becomes an Issuing Bank, as each of the foregoing amounts may be decreased or increased from time to time with the written consent of the Company and each applicable Issuing Bank.

“**Applicable Percentage**” means, with respect to any Lender, the percentage of the total Commitments of all of the Lenders represented by such Lender’s Commitment; *provided* that in the case of Section 2.20 when a Defaulting Lender shall exist, “Applicable Percentage” shall mean the percentage of the total Commitments of all of the Lenders (disregarding any Defaulting Lender’s Commitment) represented by such Lender’s Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments and to any Lender’s status as a Defaulting Lender at the time of determination.

“**Applicable Rate**” means, for any day, with respect to any ABR Loan or Eurocurrency Revolving Loan, the applicable rate *per annum* set forth below under the caption “ABR Spread” or “Eurocurrency Spread”, as the case may be, based upon the ratings by Moody’s, S&P and Fitch, respectively, applicable on such date to the Index Debt:

	<b>Index Debt Ratings Moody’s/S&amp;P/Fitch</b>	<b>ABR Spread</b>	<b>Eurocurrency Spread</b>
<b>Category 1</b>	Baa1/BBB+/BBB+ or better	0.125%	1.125%
<b>Category 2</b>	Baa2/BBB/BBB	0.25%	1.25%
<b>Category 3</b>	Baa3/BBB-/BBB-	0.50%	1.50%
<b>Category 4</b>	Ba1/BB+/BB+	1.00%	2.00%
<b>Category 5</b>	Ba2/BB/BB or lower	1.25%	2.25%

For purposes of the foregoing, (i) if at any time the Company has ratings for the Index Debt from at least two of the Rating Agencies that fall within the same Category, the Applicable

Rate shall be based on such Category; *provided* that (x) if at any time the Company has ratings for the Index Debt from two or three of the Rating Agencies that fall within two different Categories that are one Category apart, the relevant Category for purposes of determining the Applicable Rate shall be the Category for the higher of the Moody's rating (if any) or the S&P rating (if any) and (y) if at any time the Company has ratings for the Index Debt from two or three of the Rating Agencies that fall within different Categories that are two or more Categories apart, the relevant Category for purposes of determining the Applicable Rate shall be the Category that is one level above the Category for the lower (or the lowest, as the case may be) of such ratings; (ii) if at any time Moody's and S&P shall not have in effect a rating for the Index Debt (other than by reason of the circumstances referred to in the last sentence of this definition), the relevant Category for purposes of determining the Applicable Rate shall be Category 5; and (iii) if the ratings established or deemed to have been established by any Rating Agency for the Index Debt shall be changed (other than as a result of a change in the rating system of such Rating Agency), such change shall be effective as of the date on which it is first announced by such Rating Agency, irrespective of when notice of such change shall have been furnished by the Company to the Administrative Agent and the Lenders pursuant to Section 5.01 or otherwise. Each change in the Applicable Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's or S&P shall change, or if Moody's or S&P shall cease to be in the business of rating corporate debt obligations, the Company and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such Rating Agency and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined by reference to the rating of such Rating Agency most recently in effect prior to such change or cessation.

**"Approved Fund"** has the meaning assigned to such term in Section 10.04(b).

**"Assignment and Assumption"** means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

**"Availability Period"** means the period from and including the Amendment and Restatement Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

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

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

**"Bankruptcy Code"** means Title 11 of the United States Code entitled "Bankruptcy."

**"Bankruptcy Event"** means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to,



approval of, or acquiescence in, any such proceeding or appointment, *provided* that a Bankruptcy Event shall not result solely by virtue of (i) any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof or (ii) in the case of a solvent Lender, the precautionary appointment of an administrator, guardian, custodian or other similar official by a Government Authority or instrumentality thereof under or based on the law of the country where such Lender is subject to home jurisdiction supervision if applicable law requires that such appointment not be publicly disclosed, *provided, further*, in each case that such ownership interest or appointment does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“**Borrowers**” means the Company and each Subsidiary Borrower.

“**Borrowing**” means (a) Revolving Loans of the same Type and Currency to any Applicable Borrower that are made, converted or continued on the same date and, in the case of Eurocurrency Loans, as to which a single Interest Period is in effect or (b) a Competitive Loan or group of Competitive Loans of the same Type and Currency to any Applicable Borrower that are made on the same date and as to which a single Interest Period is in effect.

“**Borrowing Request**” means a request by the Applicable Borrower for a Revolving Borrowing in accordance with Section 2.03.

“**Bridge Commitment Letter**” means the Commitment Letter, dated as of December 13, 2015, among the Company, GS Bank and Goldman Sachs Lending Partners LLC, as amended, amended and restated, supplemented or modified (including pursuant to any joinder thereto) from time to time.

“**Bridge Facility**” means the senior unsecured bridge term loan credit facility of the Company in an aggregate principal amount of up to \$9,000,000,000 on the terms and conditions set forth in the Bridge Commitment Letter (or, to the extent the Bridge Facility Documentation shall have become effective, the Bridge Facility Documentation, as amended, amended and restated, supplemented or modified from time to time).

“**Bridge Facility Documentation**” has the meaning assigned to such term in the Bridge Commitment Letter.

“**Business Day**” means any day (a) that is not (i) a Saturday or a Sunday, (ii) any other day on which commercial banks in New York City are authorized or required by law to remain closed or (iii) any day on which interbank payments cannot be effected through the Federal Reserve Bank of New York’s Fedwire System and (b) if such day relates to a borrowing of, a payment or prepayment of principal of or interest on, a continuation or conversion of or into, or the Interest Period for, a Eurocurrency Borrowing denominated in Dollars or any Foreign Currency (other than euro) (or any notice with respect thereto), or to the issuance or payment under any Letter of Credit denominated in any Foreign Currency (other than euro) (or any notice with respect thereto), that is also a day on which (i) banks are open for general business in London and (ii) commercial banks and foreign exchange markets settle payments in the Principal Financial Center for such Foreign Currency and (c) if such day relates to a borrowing or continuation of, a payment or prepayment of principal of or interest on, or the Interest Period for, any Borrowing denominated in euro (or any notice with respect thereto), or to the issuance or payment under any Letter of Credit denominated in euro (or any notice with respect thereto), that is also (i) a day on which banks are open for general business in London and (ii) a TARGET Day.

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

**“Cash Collateralize”** means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Administrative Agent or the Issuing Banks (as applicable) and the Lenders, as collateral for LC Exposure or obligations of Lenders to fund participations in respect thereof (as the context may require), cash or deposit account balances or, if any Issuing Bank benefitting from such collateral agrees in its sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and/or each applicable Issuing Bank, as applicable (which documents are hereby consented to by the Lenders). **“Cash Collateral”** shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

**“Change in Control”** means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act and the rules of the SEC thereunder as in effect on the date hereof), of Equity Interests representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company; or (b) the acquisition of direct or indirect Control of the Company by any Person or group. Notwithstanding the foregoing, any such acquisition shall not constitute a change of control if (i) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company, (ii)(A) the direct or indirect holders of the voting Equity Interests of such holding company immediately following such transaction are substantially the same as the holders of the Company’s voting Equity Interests immediately prior to such transaction or (B) immediately following such transaction no Person or group (within the meaning of the Securities Exchange Act and the rules of the SEC thereunder as in effect on the date hereof) (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, beneficially or of record of more than 35% of the aggregate ordinary voting power represented by the issued and outstanding voting Equity Interests of such holding company and (iii) no Person or group other than such holding company shall have acquired Control of the Company.

**“Change in Law”** means the occurrence, after the date of this Agreement or (with respect to any Lender) such later date on which such Lender becomes a party to this Agreement, of: (a) the adoption of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority or (c) the compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such Lender’s or such Issuing Bank’s holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after such date; *provided* that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

**“Change of Control Consent”** means a consent, waiver, amendment or modification of the Surviving Jarden Senior Notes or the consummation of an offer to exchange the Surviving Jarden Senior Notes for new notes of the Company and a related consent solicitation, in each case to waive any default or change of control “put” provision thereunder that would otherwise be triggered by the Jarden Acquisition.

**“Change of Control Offer”** means a change of control offer with respect to the Surviving Jarden Senior Notes on terms that satisfy the requirement for a “Change of Control Offer” (or equivalent term) as defined in the applicable indentures governing the Surviving Jarden Senior Notes.

**“Charges”** has the meaning assigned to such term in Section 10.16.

**“Class”**, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans or Competitive Loans.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Commitment”** means, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Loans to any Applicable Borrower and to acquire participations in Letters of Credit issued for the account of any Applicable Borrower hereunder, in each case in Dollars or an Agreed Foreign Currency, expressed as a Dollar amount representing the Dollar Equivalent of the maximum aggregate amount of such Lender’s Revolving Credit Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.09, (b) increased from time to time pursuant to Section 2.21 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The initial amount of each Lender’s Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption or other agreement pursuant to which such Lender shall have assumed its Commitment, as applicable. As of the Amendment and Restatement Effective Date, the aggregate amount of the Lenders’ Commitments is \$1,250,000,000.

**“Commitment Fee”** has the meaning assigned to such term in Section 2.12(a).

**“Commitment Increase Effective Date”** has the meaning assigned to such term in Section 2.21(d).

**“Company”** has the meaning set forth in the introductory paragraph hereto.

**“Competitive Bid”** means an offer by a Lender to make a Competitive Loan in accordance with Section 2.04.

**“Competitive Bid Rate”** means, with respect to any Competitive Bid, the Margin or the Fixed Rate, as applicable, offered by the Lender making such Competitive Bid.

**“Competitive Bid Request”** means a request by the Company for Competitive Bids in accordance with Section 2.04.

**“Competitive Loan”** means a Loan made pursuant to Section 2.04.

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Consolidated EBITDA**” means, for any period, Consolidated Net Income for such period plus, without duplication and to the extent deducted in determining such Consolidated Net Income for such period, the sum of (a) income tax expense, (b) interest expense, amortization or writeoff of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Loans), (c) depreciation and amortization expense, (d) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (e) non-cash extraordinary, unusual or non-recurring charges or losses (including restructuring charges) and (f) other cash restructuring charges not exceeding \$200,000,000 in the aggregate incurred at any time from and after the Amendment and Restatement Effective Date, and minus, to the extent included in determining such Consolidated Net Income for such period, the sum of (a) interest income, (b) non-cash extraordinary, unusual or non-recurring income or gains (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, gains on the sales of assets outside of the ordinary course of business) and (c) any other non-cash income, all as determined on a consolidated basis. Notwithstanding the foregoing, for purposes of calculating the Interest Coverage Ratio, the Elmer’s Transaction Expenses and the Jarden Transaction Expenses shall not be added back in calculating Consolidated EBITDA.

“**Consolidated Interest Expense**” means, for any period and without duplication, total interest expense (including that attributable to Capital Lease Obligations) of the Company and its Subsidiaries for such period with respect to all outstanding Indebtedness of the Company and its Subsidiaries accrued or capitalized during such period (whether or not actually paid during such period) (including all commissions, discounts and other fees and charges owed with respect to standby letters of credit and bankers’ acceptance financing and net costs under Swap Agreements in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP), but excluding any interest expense for such period relating to quarterly or monthly income preferred securities, quarterly income capital securities or other similar securities. Notwithstanding the foregoing, for purposes of calculating the Interest Coverage Ratio, Consolidated Interest Expense shall not include the Elmer’s Transaction Expenses or the Jarden Transaction Expenses.

Notwithstanding the foregoing, Consolidated Interest Expense shall be calculated as follows for the following periods: (a) for the period ending on the end of the first full fiscal quarter beginning after the Jarden Acquisition Closing Date, the product of Consolidated Interest Expense during the fiscal quarter ending on such date *multiplied by four*, (b) for the period ending on the end of the second full fiscal quarter beginning after the Jarden Acquisition Closing Date, the product of Consolidated Interest Expense during such two fiscal quarter period ending on such date *multiplied by two*, and (c) for the period ending on the end of the third full fiscal quarter beginning after the Jarden Acquisition Closing Date, the product of Consolidated Interest Expense during such three fiscal quarter period ending on such date *multiplied by four thirds*.

“**Consolidated Net Income**” means, for any period, the consolidated net income (or loss) of the Company and its Subsidiaries, determined on a consolidated basis in accordance with GAAP; *provided* that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of the Company or is merged into or consolidated with the Company or any of its Subsidiaries, (b) the income (or deficit) of any Person (other than a Subsidiary of the Company) in which the Company or any of its Subsidiaries has an ownership

interest, except to the extent that any such income is actually received by the Company or such Subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any Subsidiary of the Company to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any security issued by the Company or any of its Subsidiaries or of any agreement, instrument or other undertaking to which the Company or any of its Subsidiaries is a party or by which any of them or their respective property is bound (other than under the Loan Documents) or Requirement of Law applicable to such Subsidiary.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“**Controlling Stock Disposition**” has the meaning assigned to such term in Section 6.04.

“**Currency**” means the lawful currency of a country.

“**Currency Valuation Notice**” has the meaning assigned to such term in Section 2.11(b)(ii).

“**Debtor Relief Laws**” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“**Default**” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“**Default Rate**” means (a) when used with respect to Obligations other than Letter of Credit fees, an interest rate equal to (i) the Alternate Base Rate *plus* (ii) the Applicable Rate, if any, applicable to ABR Loans *plus* (iii) 2.00% per annum; *provided, however*, that with respect to a Eurocurrency Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan *plus* 2% per annum, and (b) when used with respect to Letter of Credit fees, a rate equal to the Applicable Rate applicable to Eurocurrency Revolving Loans *plus* 2.00% per annum.

“**Defaulting Lender**” means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to the Administrative Agent, any Issuing Bank or any Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Company or the Administrative Agent in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed,

within three Business Days after request by the Administrative Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its funding obligations hereunder (including in respect of Letters of Credit), *provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's receipt of such certification in form and substance satisfactory to it (and the Administrative Agent shall promptly furnish a copy thereof to the Company), or (d) has become the subject of a Bankruptcy Event or a Bail-In Event.

**"Disposition"** has the meaning assigned to such term in Section 6.04(a)(E).

**"Disposition Period"** means, for any Disposition, a period of twelve months ending on the date of such Disposition.

**"Dollar Equivalent"** means, with respect to any amount, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount and (b) if such amount is expressed in a Foreign Currency, the amount of Dollars that would be required to purchase the amount of such Foreign Currency on the date two Business Days prior to such date (or, in the case of any redenomination under the last sentence of Section 2.18(a), on the date of redenomination therein referred to), in each case, based upon the spot selling rate at which the Administrative Agent offers to sell such Foreign Currency for Dollars in the London foreign exchange market at approximately 11:00 a.m., London time, for delivery two Business Days later.

**"Dollars"** or **"\$"** refers to lawful money of the United States of America.

**"Domestic Subsidiary"** means any Subsidiary of the Company that is incorporated under the laws of the United States of America or any State thereof or the District of Columbia.

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

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

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

**"Eligible Assignee"** means any Person (other than any Ineligible Person) that meets the requirements to be an assignee under Section 10.04(b)(i) (subject to such consents, if any, as may be required thereunder).

**"Elmer's"** means Elmer's Products, Inc., a Delaware corporation.

**"Elmer's Acquisition"** means the acquisition by the Company, directly or indirectly, of all of the outstanding Equity Interests of Elmer's pursuant to that certain Share Purchase Agreement, dated as of October 2, 2015, by and among the Company, Elmer's and Berwind Consumer Products LLC, a Delaware limited liability company.

**“Elmer’s Transaction Expenses”** means the transaction expenses related to the Elmer’s Acquisition and the related transactions (including, without limitation, structuring fees, upfront fees and professional fees in connection with the associated bridge financing).

**“Entitled Person”** has the meaning assigned to such term in Section 10.17.

**“Environmental Laws”** means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters.

**“Environmental Liability”** means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Company or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

**“Equity Interests”** means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

**“ERISA Affiliate”** means any trade or business (whether or not incorporated) that, together with the Company, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

**“ERISA Event”** means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the failure by any Plan to meet the minimum funding standard of Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, in each case, whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Company or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Company or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Company or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Company or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

**“EU Bail-In Legislation Schedule”** means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

**“euro”** means the single currency of Participating Member States of the European Union.

**“Eurocurrency”**, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate (or, in the case of a Competitive Loan, the LIBO Rate).

**“Event of Default”** has the meaning assigned to such term in Article 8.

**“Excluded Foreign Subsidiary”** means any Foreign Subsidiary; *provided*, however, that (x) the Administrative Agent and the Company may agree that, notwithstanding the foregoing, any such Foreign Subsidiary shall not be an “Excluded Foreign Subsidiary” and (y) no such Foreign Subsidiary shall be an “Excluded Foreign Subsidiary” if such Foreign Subsidiary has provided a Guarantee with respect to any debt for borrowed money of the Company or any of its Domestic Subsidiaries or Jarden or any of its domestic subsidiaries.

**“Excluded Taxes”** means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. Federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Company under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to Taxes were payable either to such Lender’s assignor immediately before such Lender acquired the applicable interest in a Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient’s failure to comply with Section 2.17(f) and (d) any U.S. Federal withholding Taxes imposed under FATCA.

**“Existing Commitment”** has the meaning assigned to such term in Section 2.12(b).

**“Existing Credit Agreement”** has the meaning set forth in the first recital to this Agreement.

**“Existing Lenders”** has the meaning set forth in the first recital to this Agreement.

**“Existing Maturity Date”** has the meaning assigned to such term in Section 2.22.

**“Existing Notes”** means, collectively, the following debt instruments of the Company: (a) 2.050% Notes due 2017, issued pursuant to the 2012 Indenture; (b) 2.150% Notes due 2018, issued pursuant to the 2014 Indenture; (c) 6.25% Notes due 2018, issued pursuant to the 1995 Indenture; (d) 2.875% Notes due 2019, issued pursuant to the 2014 Indenture; (e) 4.70% Notes due 2020, issued pursuant to the 1995 Indenture; (f) 4.000% Notes due 2022, issued pursuant to the 2012 Indenture; (g) 4.000% Notes due 2024, issued pursuant to the 2014 Indenture; (h) 3.900% Notes due 2025, issued pursuant to the 2014 Indenture; and (i) 6.11% Notes due 2028, issued pursuant to the 1995 Indenture.



“**Extending Lender**” has the meaning assigned to such term in Section 2.22.

“**Extension Date**” has the meaning assigned to such term in Section 2.22.

“**FATCA**” means current Sections 1471 through 1474 of the Code and any amended or successor version of such Sections that is substantially comparable to such Sections, any regulations with respect thereto or official administrative interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any applicable intergovernmental agreements with respect to the implementation of the foregoing, and any official interpretations thereof.

“**Federal Funds Effective Rate**” means, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day’s federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided, that, if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**Federal Reserve Board**” means the Board of Governors of the Federal Reserve System of the United States of America.

“**Financial Officer**” means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person.

“**Fitch**” means Fitch Investors Services, Inc.

“**Fixed Rate**” means, with respect to any Competitive Loan (other than a Eurocurrency Competitive Loan), the fixed rate of interest *per annum* specified by the Lender making such Competitive Loan in its related Competitive Bid.

“**Fixed Rate Loan**” means a Competitive Loan bearing interest at a Fixed Rate.

“**Foreign Currency**” means any Currency other than Dollars.

“**Foreign Currency Equivalent**” means, with respect to any amount in Dollars, the amount of any Foreign Currency that could be purchased with such amount of Dollars using the reciprocal of the foreign exchange rate(s) specified in the definition of the term “**Dollar Equivalent**”, as determined by the Administrative Agent.

“**Foreign Lender**” means (a) if any Borrower is a U.S. Person, a Lender, with respect to such Borrower, that is not a U.S. Person, and (b) if any Borrower is not a U.S. Person, a Lender, with respect to such Borrower, that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes.

“**Foreign Subsidiary**” means any Subsidiary of the Company that is not a Domestic Subsidiary.

“GAAP” means generally accepted accounting principles in the United States of America.

“Governmental Authority” means any nation or government, or state or political subdivision thereof, and any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“GS Bank” means Goldman Sachs Bank USA.

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; *provided* that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee of any guarantor shall be deemed to be the lower of (i) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which such guarantor may be liable pursuant to the terms of the instrument embodying such Guarantee, unless such primary obligation and the maximum amount for which such guarantor may be liable are not stated or determinable, in which case the amount of such Guarantee shall be such guarantor’s maximum reasonably anticipated liability in respect thereof as determined by the Company in good faith.

“Guaranteed Obligations” has the meaning assigned to such term in Section 7.01.

“Guarantor” means (i) subject to Section 10.18, each Person that has provided a Guarantee in respect of the Guaranteed Obligations, in each case from the date on which such Person has delivered to the Administrative Agent an executed counterpart of this Agreement, a Guarantor Joinder Agreement or comparable guaranty documentation reasonably satisfactory to the Administrative Agent, as the case may be, and (ii) solely with respect to Obligations of each Subsidiary Borrower, the Company.

“Guarantor Joinder Agreement” means a Guarantor Joinder Agreement among the Company, each applicable Guarantor and the Administrative Agent substantially in the Form of Exhibit B (and with such changes thereto as shall be necessary or appropriate as reasonably agreed to by the Administrative Agent and the Company).

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“**Impacted Interest Period**” has the meaning assigned to such term in the definition of “LIBO Rate.”

“**Indebtedness**” means, as to any Person at any date (without duplication): (a) indebtedness created, issued, incurred or assumed by such Person for borrowed money or evidenced by bonds, debentures, notes or similar instruments; (b) all obligations of such Person to pay the deferred purchase price of property or services, excluding, however, trade accounts payable (other than for borrowed money) arising in, and accrued expenses incurred in, the ordinary course of business of such Person so long as such trade accounts payable are paid within 120 days of the date the respective goods are delivered or the services are rendered; (c) all Indebtedness of others secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; (d) all Indebtedness of others guaranteed by such Person; (e) all Capital Lease Obligations; (f) reimbursement obligations of such Person (whether contingent or otherwise) in respect of bankers acceptances, surety or other bonds and similar instruments (other than commercial, standby or performance letters of credit); (g) unpaid reimbursement obligations of such Person (other than contingent obligations) in respect of commercial, standby or performance letters of credit; and (h) debt securities or obligations (including preferred debt securities) issued in connection with Permitted Securitizations included as indebtedness in accordance with GAAP on a consolidated balance sheet of such Person.

“**Indemnified Taxes**” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

“**Indemnitee**” has the meaning assigned to such term in Section 10.03(b).

“**Index Debt**” means senior, unsecured, long-term Indebtedness for borrowed money of the Company that is not guaranteed by any other Person or subject to any other credit enhancement.

“**Ineligible Person**” has the meaning assigned to such term in Section 10.04(b).

“**Information**” has the meaning assigned to such term in Section 10.12.

“**Interest Coverage Ratio**” means, as at any date of determination thereof, the ratio of (a) Consolidated EBITDA for the period of four consecutive fiscal quarters ending on or most recently ended prior to such date to (b) Consolidated Interest Expense for such period; *provided* that for purposes of calculating the Interest Coverage Ratio, (x) the Elmer’s Transaction Expenses and the Jarden Transaction Expenses shall not be added back in calculating Consolidated EBITDA and (y) Consolidated Interest Expense shall not include the Elmer’s Transaction Expenses or the Jarden Transaction Expenses.

“**Interest Election Request**” means a request by the Applicable Borrower to convert or continue a Revolving Borrowing in accordance with Section 2.08.

“**Interest Payment Date**” means (a) with respect to any ABR Loan, the last day of each March, June, September and December, (b) with respect to any Eurocurrency Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurocurrency Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period and (c) with respect to any Fixed Rate Loan, the last day of

the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Fixed Rate Borrowing with an Interest Period of more than 90 days' duration (unless otherwise specified in the applicable Competitive Bid Request), each day prior to the last day of such Interest Period that occurs at intervals of 90 days' duration after the first day of such Interest Period, and any other dates that are specified in the applicable Competitive Bid Request as Interest Payment Dates with respect to such Borrowing.

**"Interest Period"** means (a) with respect to any Eurocurrency Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months or, with respect to such portion of any Eurocurrency Borrowing denominated in a Foreign Currency that is scheduled to be repaid on the Maturity Date, a period of less than one month's duration commencing on the date of such Borrowing and ending on the Maturity Date, as the Company may elect, and (b) with respect to any Fixed Rate Borrowing, the period (which shall not be more than 180 days) commencing on the date of such Borrowing and ending on the date specified in the applicable Competitive Bid Request; *provided that* (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurocurrency Borrowing only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period pertaining to a Eurocurrency Borrowing (other than an Interest Period pertaining to a Eurocurrency Borrowing denominated in a Foreign Currency that ends on the Maturity Date that is permitted to be of less than one month's duration as provided in this definition) that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

**"Interpolated Rate"** means, at any time, for any Interest Period, the rate *per annum* (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period for which the LIBO Screen Rate is available (for the applicable currency) that is shorter than the Impacted Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which that LIBO Screen Rate is available (for the applicable currency) that exceeds the Impacted Interest Period, in each case, at such time.

**"Investment Grade Rating Condition"** means that the Surviving Jarden Senior Notes shall have an "Investment Grade Rating" as defined in the applicable indentures governing the Surviving Jarden Senior Notes.

**"IRS"** means the United States Internal Revenue Service.

**"Issuing Bank"** means (a) each of JPMCB, GS Bank, Barclays Bank PLC, Citibank, N.A. and Royal Bank of Canada (*provided that*, unless such Issuing Bank shall have specifically consented in writing thereto in a given instance, none of GS Bank, Barclays Bank PLC nor Royal Bank of Canada nor any of their respective Affiliates shall be obligated to issue any trade Letters of Credit (and each of GS Bank, Barclays Bank PLC and Royal Bank of Canada and their respective Affiliates shall be obligated to issue only standby Letters of Credit)), (b) each other Lender selected from time to time by the Company to be an Issuing Bank hereunder (*provided*

that such Lender shall be reasonably acceptable to the Administrative Agent and shall have agreed to be an Issuing Bank hereunder in a writing satisfactory to the Administrative Agent, executed by such Lender, the Company and the Administrative Agent) and (c) each issuer of a Jarden Letter of Credit that shall be deemed to be an Issuing Bank hereunder pursuant to Section 2.06(k)(ii), each in its capacity as an issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder. An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term “**Issuing Bank**” shall include any such Affiliate with respect to any Letter of Credit issued by such Affiliate.

“**Japanese Yen**” means the lawful currency of Japan.

“**Jarden**” means Jarden Corporation, a Delaware corporation.

“**Jarden 3.75% Senior Notes**” means the 3.75% Senior Notes of Jarden due 2021 (issued pursuant to an Indenture, dated as of July 14, 2014, among Jarden, the guarantors party thereto, Wells Fargo Bank, National Association, as trustee, and Société Générale Bank & Trust, as paying agent, transfer agent, registrar and authenticating agent), as further supplemented, amended or modified (but not increased in aggregate principal amount) from time to time.

“**Jarden 5.00% Senior Notes**” means the 5.00% Senior Notes of Jarden due 2023 (issued pursuant to an Indenture, dated as of October 30, 2015, among Jarden, each of the guarantors party thereto and Wells Fargo Bank, National Association, as trustee), as further supplemented, amended or modified (but not increased in aggregate principal amount) from time to time.

“**Jarden Acquisition**” means the acquisition by the Company, directly or through a Wholly-Owned Subsidiary, of all of the outstanding Equity Interests of Jarden pursuant to the Jarden Acquisition Agreement.

“**Jarden Acquisition Agreement**” means the Agreement and Plan of Merger, dated as of December 13, 2015, among Jarden, the Company, NCPF Acquisition Corp. I, a Delaware corporation, and NCPF Acquisition Corp. II, a Delaware corporation, as amended from time to time.

“**Jarden Acquisition Closing Date**” means the date on which the Jarden Acquisition shall have been consummated.

“**Jarden Convertible Notes**” means the following instruments of Jarden:

(a) 1.875% Senior Subordinated Convertible Notes due 2018 (issued pursuant to an Indenture, dated as of September 18, 2012, among Jarden, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee);

(b) 1.50% Senior Subordinated Convertible Notes due 2019 (issued pursuant to an Indenture, dated as of June 12, 2013, among Jarden, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee); and

(c) 1.125% Senior Subordinated Convertible Notes due 2034 (issued pursuant to an Indenture, dated as of March 17, 2014, among Jarden, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee),

in each case, as further supplemented, amended or modified (but not increased in aggregate principal amount) from time to time.

“**Jarden Credit Agreement**” means the Amended and Restated Credit Agreement, dated as of December 19, 2014, among Jarden, as the U.S. borrower, Jarden Lux Holdings S.à r.l. and Charm Lux Finco S.à r.l., as the Luxembourg borrowers, Barclays Bank PLC, as administrative agent and collateral agent, and the lenders and letter of credit issuers party thereto, as further supplemented, amended or modified from time to time.

“**Jarden Letter of Credit**” means each letter of credit issued under the Jarden Credit Agreement by a financial institution that is a Lender and that has agreed in writing with the Company and the Administrative Agent that it will act as the Issuing Bank with respect to such letter of credit.

“**Jarden Receivables Facility**” means the Third Amended and Restated Loan Agreement, dated as of February 17, 2012, among Jarden Receivables, LLC, as borrower, the Acquired Company, as initial servicer, SunTrust Robinson Humphrey, Inc, as administrator, and the other lenders and issuing lenders party thereto, as further supplemented, amended or modified from time to time prior to the date hereof.

“**Jarden Transaction Expenses**” means the transaction expenses related to the Jarden Acquisition and the related transactions (including, without limitation, structuring fees, upfront fees and professional fees in connection with the associated bridge financing).

“**JPMCB**” means JPMorgan Chase Bank, N.A.

“**LC Application**” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by an Issuing Bank.

“**LC Disbursement**” means a payment made by an Issuing Bank pursuant to a Letter of Credit.

“**LC Documents**” means, with respect to any Letter of Credit, each LC Application and any other document, agreement and instrument entered into by an Issuing Bank and the Applicable Borrower (and/or the Company, as applicable) in favor of such Issuing Bank and relating to such Letter of Credit.

“**LC Exposure**” means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time *plus* (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Applicable Borrowers at such time; *provided* that with respect to any Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

“**LC Sublimit**” means, at any time, the lesser of (a) \$100,000,000 and (b) the total Commitments.

“**Lead Arrangers**” means the Joint Lead Arrangers and Joint Bookrunners listed on the cover page of this Agreement.

“**Lender Parent**” means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

“**Lenders**” means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption or any other agreement entered into hereunder pursuant to which such Person becomes a Lender, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

“**Letter of Credit**” means any letter of credit issued or deemed issued pursuant to this Agreement (including, for the avoidance of doubt, any Jarden Letters of Credit to the extent deemed to have been issued under this Agreement pursuant to Section 2.06(k)(ii)).

“**LIBO Rate**” means, with respect to any Eurocurrency Borrowing denominated in Dollars or any Foreign Currency for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for Dollars or such Foreign Currency for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case the “**LIBO Screen Rate**”), at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided that if the LIBO Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement; provided further that if the LIBO Screen Rate shall not be available at such time for such Interest Period, but is available for periods shorter than and in excess of the applicable Interest Period with respect to the applicable currency (an “**Impacted Interest Period**”), then the LIBO Rate shall be the Interpolated Rate; provided that if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. If at any time there is no LIBO Screen Rate in respect of any particular Agreed Foreign Currency, then the LIBO Rate with respect to such Agreed Foreign Currency for any Interest Period shall be the interest rate *per annum*, as determined by the Administrative Agent, to be the rate at which deposits in such Agreed Foreign Currency are offered by major banks in the London or other offshore interbank market for such Agreed Foreign Currency to the Administrative Agent at approximately 11:00 a.m., London time (or such other time as may be customary with respect to such other offshore interbank market), two Business Days prior to the commencement of such Interest Period for the same duration as such Interest Period.

“**LIBO Screen Rate**” has the meaning assigned to such term in the definition of “LIBO Rate.”

“**Lien**” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

“**Loan Documents**” means this Agreement, the promissory notes (if any) issued pursuant to Section 2.10, the LC Documents and each Subsidiary Borrower Joinder Agreement.

“**Loan Parties**” means the Borrowers and the Guarantors.

“**Loans**” means the loans made by the Lenders to the Applicable Borrowers pursuant to this Agreement.

“**Local Time**” means (a) in the case of Loans or Letters of Credit denominated in any Agreed Foreign Currency, London time and (b) in all other cases, New York time.

“**Margin**” means, with respect to any Competitive Loan bearing interest at a rate based on the LIBO Rate, the marginal rate of interest, if any, to be added to or subtracted from the LIBO Rate to determine the rate of interest applicable to such Loan, as specified by the Lender making such Loan in its related Competitive Bid.

“**Margin Stock**” means margin stock within the meaning of Regulations T, U and X.

“**Material Adverse Effect**” means a material adverse effect on (a) the business, assets, operations or financial condition of the Company and the Subsidiaries taken as a whole, (b) the ability of any Loan Party to perform any of its material obligations under the Loan Documents to which it is a party or (c) the validity or enforceability of the rights of or benefits available to Administrative Agent, the Issuing Banks and the Lenders under the Loan Documents.

“**Material Indebtedness**” means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Company and its Subsidiaries in an aggregate principal amount exceeding \$125,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of the Company or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Company or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

“**Maturity Date**” means January 26, 2021 (or, if such day is not a Business Day, the Maturity Date shall be the next preceding Business Day); *provided* that, with respect to any Extending Lender, if maturity is extended pursuant to Section 2.22, “Maturity Date” for such Lender shall mean such extended maturity date for such as determined pursuant to such Section.

“**Maximum Rate**” has the meaning assigned to such term in Section 10.16.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Multiemployer Plan**” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“**Net Worth**” means, at any time, the consolidated Equity Interests of the Company and its Subsidiaries determined on a consolidated basis without duplication in accordance with GAAP.

“**Non-Extending Lender**” has the meaning assigned to such term in Section 2.22.



“**Notes**” means up to \$9,600,000,000 in aggregate principal amount of senior unsecured notes of the Company pursuant to a Notes Offering as contemplated by the Bridge Commitment Letter.

“**Notes Offering**” means the issuance of the Notes pursuant to a registered public offering or Rule 144A or other private placement.

“**Notice Date**” has the meaning assigned to such term in Section 2.22.

“**Obligations**” means, collectively, all of the Indebtedness, liabilities and obligations of any Loan Party (including, for avoidance of doubt, in the case of the Company, as Guarantor under Article 7) to the Administrative Agent, the Lenders and/or the Issuing Banks arising under this Agreement and the other Loan Documents (including all reimbursement obligations in respect of Letters of Credit), in each case whether fixed, contingent (including the obligations incurred as a guarantor), now existing or hereafter arising, created, assumed, incurred or acquired, and whether before or after the occurrence of any Event of Default under clause (h) or (i) of Article 8 and including any obligation or liability in respect of any breach of any representation or warranty and all post-petition interest and funding losses, whether or not allowed as a claim in any proceeding arising in connection with such an event.

“**Other Connection Taxes**” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or any Loan Document).

“**Other Taxes**” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19(b)).

“**Participant**” has the meaning assigned to such term in Section 10.04.

“**Participant Register**” has the meaning assigned to such term in Section 10.04(c).

“**Participating Member State**” means any member state of the European Union that adopts or has adopted the euro as its lawful currency in accordance with the legislation of the European Union relating to the European Monetary Union.

“**Patriot Act**” has the meaning assigned to such term in Section 10.15.

“**PBGC**” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“**Permitted Encumbrances**” means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in compliance with Section 5.04;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety, customs, reclamation and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article 8; and

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Company or any Subsidiary;

*provided* that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

**"Permitted Securitization"** means one or more accounts receivable facilities, the obligations in respect of which are non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such facilities) to the Company and its Subsidiaries (other than a Receivables Subsidiary), pursuant to which the Company or a Subsidiary sells its accounts receivable to either (a) a Person that is not a Subsidiary or (b) a Receivables Subsidiary that in turn funds such purchase by purporting to sell its accounts receivable to a Person that is not a Subsidiary or by borrowing from such a Person or from another Receivables Subsidiary that in turn funds itself by borrowing from such a Person, in each case as amended, supplemented, amended and restated or otherwise modified from time to time.

**"Person"** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

**"Plan"** means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Company or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

**"Pounds Sterling"** means the lawful currency of the United Kingdom.

**"Prime Rate"** means the rate of interest *per annum* publicly announced from time to time by JPMCB as its prime rate in effect at its office located at 270 Park Avenue, New York, New York; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

**"Principal Financial Center"** means, with respect to any Currency, the principal financial center where such Currency is cleared and settled, as determined by the Administrative Agent.

**“Pro Forma Basis”** means:

(a) any Specified Transaction during the applicable reference period or, other than for purposes of calculating the ratios set forth in Section 6.06 or Section 6.07, subsequent to the reference period and on or prior to the date of determination, will be given pro forma effect as if it had occurred on the first day of such reference period; and

(b) any Indebtedness incurred (including by assumption or guarantee) or repaid (including by redemption, repayment, retirement or extinguishment) in connection with a Specified Transaction during the applicable reference period or, other than for purposes of calculating the ratios set forth in Section 6.06 or Section 6.07, subsequent to the reference period and on or prior to the date of determination shall be given pro forma effect as if it had occurred on the first day of such reference period (in the case of the Interest Coverage Ratio) or on the last day of such reference period (in the case of the ratio of Total Indebtedness to Total Capital).

**“Quarterly Dates”** means the last Business Day of March, June, September and December in each year, the first of which shall be the first such day after the date hereof.

**“Rating Agency”** means Moody’s, S&P or Fitch.

**“Receivables Subsidiary”** means any Subsidiary formed for the purpose of facilitating or entering into one or more Permitted Securitizations and that in each case engages only in activities reasonably related or incidental thereto; *provided* that the Equity Interests of each Receivables Subsidiary shall at all times be 100% owned, directly or indirectly, by a Loan Party.

**“Recipient”** means (a) the Administrative Agent, (b) any Lender and (c) any Issuing Bank, as applicable.

**“Register”** has the meaning assigned to such term in Section 10.04.

**“Related Parties”** means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

**“Required Lenders”** means, at any time, Lenders having Revolving Credit Exposures and unused Commitments representing more than 50% of the sum of the total Revolving Credit Exposures and unused Commitments at such time; *provided* that, for the purpose of determining the Required Lenders needed for any waiver, amendment, modification or consent hereunder, any Lender that is the Company or any Affiliate of the Company shall be disregarded.

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

**“Responsible Officer”** means, with respect to any Person, the chief executive officer, president, any executive vice president, or any Financial Officer of such Person and, solely for purposes of the delivery of incumbency certificates pursuant to Section 4.01, the secretary or any assistant secretary of the applicable Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of any Person shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Person and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Person.

**“Revolving Credit Exposure”** means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender’s Revolving Loans and its LC Exposure at such time.

**“Revolving Loan”** means a Loan made pursuant to Section 2.03.

**“S&P”** means Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business, and its successors and assigns.

**“Sanctioned Country”** means, at any time, a country or territory which is itself the subject or target of any Sanctions.

**“Sanctioned Person”** means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled or 50% or more owned by any such Person or group of such Persons described in the foregoing clause (a) or (b).

**“Sanctions”** means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or any member state thereof, or Her Majesty’s Treasury of the United Kingdom.

**“SEC”** means the United States Securities and Exchange Commission or any successor agency.

**“Second Currency”** has the meaning assigned to such term in Section 10.17.

**“Securities Exchange Act”** means Securities Exchange Act of 1934, as amended.

**“Specified Currency”** has the meaning assigned to such term in Section 10.17.

**“Specified Place”** has the meaning assigned to such term in Section 10.17.

**“Specified Transaction”** means any (a) disposition of all or substantially all the assets of or all the Equity Interests of any Subsidiary of the Company or of any product line, business unit, line of business or division of the Company or any of its Subsidiaries or (b) acquisition of all or substantially all the assets of any Person, or of any product line, business unit, line of business or division of any Person, or acquisition of the Equity Interests of any Person that will become a Subsidiary of the Company after giving effect to such acquisition.

**“Significant Subsidiary”** means, at any time, (a) any Subsidiary Borrower or (b) any other Subsidiary of the Company if the revenues of such Subsidiary and its Subsidiaries for the four consecutive fiscal quarters of such Subsidiary most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and whether or not such Person was a Subsidiary of the Company during all or any part of the fiscal period of the Company

referred to below) exceed an amount equal to 5% of the total revenues of the Company and its Subsidiaries for the four consecutive fiscal quarters of the Company most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and including such Subsidiary and its Subsidiaries on a pro forma basis if such Subsidiary was not a Subsidiary of the Company).

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

“**subsidiary**” means, with respect to any Person (the “**parent**”) at any date, any corporation, partnership, limited liability company or other entity of which at least a majority of the outstanding shares of stock or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, partnership, limited liability company or other entity (irrespective of whether or not at the time stock or other ownership interests of any other class or classes of such corporation, partnership, limited liability company or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or Controlled by such Person and/or one or more of the subsidiaries of such Person. “**Wholly-Owned Subsidiary**” means any such corporation, partnership, limited liability company or other entity of which all such shares or other ownership interests, other than directors’ qualifying shares or shares held by nominees to satisfy any requirement as to minimum number of shareholders, are so owned or Controlled.

“**Subsidiary**” means any subsidiary of the Company.

“**Subsidiary Borrower**” has the meaning assigned to such term in Section 2.05(b).

“**Subsidiary Borrower Joinder Agreement**” means a Subsidiary Borrower Joinder Agreement between the Company, the applicable Subsidiary Borrower and the Administrative Agent, substantially in the form of Exhibit C (and with such changes thereto as shall be necessary or appropriate as agreed to by the Administrative Agent).

“**Surviving Jarden Senior Notes**” means the Jarden 3.75% Senior Notes and the Jarden 5.00% Senior Notes.

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

“**TARGET Day**” means any day on which the Trans-European Automated Real time Gross Settlement Express Transfer payment system (or any successor settlement system as determined by the Administrative Agent) is open for the settlement of payments in euro.

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

“**Term Loan Credit Agreement**” means the Term Loan Credit Agreement, dated as of January 26, 2016, among the Company, as borrower, the guarantors from time to time party thereto, the lenders party thereto and JPMCB, as administrative agent.

“**Term Loan Facility**” means a term loan facility in an aggregate principal amount of up to \$1,500,000,000 pursuant to the Term Loan Credit Agreement.

“**Total Capital**” means the sum of (a) Net Worth *plus* (b) Total Indebtedness.

“**Total Consolidated Assets**” means, at any time, the total assets of the Company and its Subsidiaries determined on a consolidated basis without duplication in accordance with GAAP and based upon the total of all assets of the Company and its Subsidiaries at such time appearing on the most recent consolidated balance sheet of the Company furnished to the Lenders pursuant to Section 3.04, Section 5.01(a) or 5.01(b), as the case may be.

“**Total Indebtedness**” means, as at any time, the total Indebtedness of the Company and its Subsidiaries determined on a consolidated basis without duplication.

“**Transactions**” means the execution, delivery and performance by each Loan Party of this Agreement and the other Loan Documents to which it is a party, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

“**Type**”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate, the Alternate Base Rate or, in the case of a Competitive Loan or Borrowing, the LIBO Rate or a Fixed Rate.

“**Upfront Fee**” has the meaning assigned to such term in Section 2.12(b).

“**U.S. Person**” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“**U.S. Tax Compliance Certificate**” has the meaning assigned to such term in Section 2.17(f)(ii)(B)(3).

“**Wholly-Owned Subsidiary**” shall have the meaning assigned to such term in the definition of “subsidiary”.

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

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

Section 1.02. *Classification of Loans and Borrowings.* For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a **“Revolving Loan”**) or by Type (e.g., a **“Eurocurrency Loan”**) or by Class and Type (e.g., a **“Eurocurrency Revolving Loan”**). Borrowings also may be classified and referred to by Class (e.g., a **“Revolving Borrowing”**) or by Type (e.g., a **“Eurocurrency Borrowing”**) or by Class and Type (e.g., a **“Eurocurrency Revolving Borrowing”**).

Section 1.03. *Terms Generally.* The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 1.04. *Accounting Terms; GAAP.* Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; *provided that*, if the Company notifies the Administrative Agent that the Company requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. For the avoidance of doubt, it is agreed that for all purposes under this Agreement, Capital Lease Obligations shall be calculated in accordance with GAAP as of the Amendment and Restatement Effective Date unless otherwise agreed by the Company and the Required Lenders. Except as expressly provided for in the definition of “Consolidated Interest Expense”, the ratios specified in Section 6.06 and Section 6.07 and any determination of Total Consolidated Assets shall be calculated on a Pro Forma Basis.

Section 1.05. *Currencies; Currency Equivalents.*

(a) At any time, any reference in the definition of the term “**Agreed Foreign Currency**” or in any other provision of this Agreement to the Currency of any particular nation means the lawful currency of such nation at such time whether or not the name of such Currency is the same as it was on the date hereof. Except as provided in the last sentence of Section 2.18(a), for purposes of determining (i) whether the amount of any Borrowing or Letter of Credit, together with all other Borrowings then outstanding or to be borrowed thereunder at the same time as such Borrowing, would exceed the total Commitments, (ii) the aggregate unutilized amount of the Commitments, (iii) the Revolving Credit Exposure, (iv) the LC Exposure and (v) whether the face amount of outstanding Letters of Credit issued by any Issuing Bank exceeds such Issuing Bank’s Applicable LC Fronting Sublimit, the outstanding principal or undrawn face amount of any Borrowing or Letter of Credit that is denominated in any Foreign Currency shall be deemed to be the Dollar Equivalent of the amount of Foreign Currency of such Borrowing determined as of the date of such Borrowing (determined in accordance with the last sentence of the definition of the term “**Interest Period**”) or of such Letter of Credit determined as of the date of the issuance thereof, as the case may be.

(b) Wherever in this Agreement in connection with a Borrowing or Loan an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing or Loan is denominated in a Foreign Currency, such amount shall be the relevant Foreign Currency Equivalent of such Dollar amount (rounded to the nearest 1,000 units of such Foreign Currency).

(c) Each obligation hereunder of any party hereto that is denominated in a Currency of a country that is not a Participating Member State on the date hereof shall, effective from the date on which such country becomes a Participating Member State, be redenominated in euro in accordance with the legislation of the European Union applicable to the European Monetary Union; *provided* that, if and to the extent that any such legislation provides that any such obligation of any such party payable within such Participating Member State by crediting an account of the creditor can be paid by the debtor either in euro or such Currency, such party shall be entitled to pay or repay such amount either in euro or in such Currency. If the basis of accrual of interest or fees expressed in this Agreement with respect to an Agreed Foreign Currency of any country that becomes a Participating Member State after the date on which such Currency becomes an Agreed Foreign Currency shall be inconsistent with any convention or practice in the interbank market for the basis of accrual of interest or fees in respect of the euro, such convention or practice shall replace such expressed basis effective as of and from the date on which such country becomes a Participating Member State; *provided* that, with respect to any Borrowing denominated in such Currency that is outstanding immediately prior to such date, such replacement shall take effect at the end of the Interest Period therefor. Without prejudice to the respective liabilities of the Loan Parties to the Lenders and the Issuing Banks and of the Lenders and the Issuing Banks to the Loan Parties under or pursuant to this Agreement, each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time reasonably specify in writing to the Company to be necessary or appropriate to reflect the introduction or changeover to the euro in any country that becomes a Participating Member State after the date hereof.

ARTICLE 2  
THE CREDITS

Section 2.01. *Commitments.* Subject to the terms and conditions set forth herein, each Lender agrees to make Revolving Loans in Dollars or any Agreed Foreign Currency to any



Applicable Borrower from time to time during the Availability Period in an aggregate principal amount that will not result in (a) such Lender's Revolving Credit Exposure exceeding such Lender's Commitment or (b) the total Revolving Credit Exposures of all the Lenders exceeding the total Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, each Applicable Borrower may borrow, prepay and reborrow Revolving Loans.

*Section 2.02. Loans and Borrowings.*

(a) *Obligations of Lenders.* Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans made by the Lenders ratably in accordance with their respective Commitments. Each Competitive Loan shall be made in accordance with the procedures set forth in Section 2.04. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; *provided* that the Commitments and Competitive Bids of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) *Types of Loans.* Subject to Section 2.14, (i) each Revolving Borrowing shall be comprised entirely of ABR Loans or Eurocurrency Loans of the same Currency as the Applicable Borrower may request in accordance herewith; *provided* that ABR Loans shall only be denominated in Dollars, and (ii) each Competitive Borrowing shall be comprised entirely of Eurocurrency Loans or Fixed Rate Loans as the Company may request in accordance herewith. Each Lender at its option may make any Eurocurrency Loan or any Loan to a Subsidiary Borrower by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; *provided* that any exercise of such option shall not affect the obligation of the Applicable Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) *Minimum Amounts; Limitation on Number of Borrowings.* At the commencement of each Interest Period for any Eurocurrency Revolving Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000. At the time that each ABR Revolving Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000; *provided* that an ABR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e). Each Competitive Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000. Borrowings of more than one Type and Class may be outstanding at the same time; *provided* that there shall not at any time be more than a total of 20 Eurocurrency Borrowings outstanding.

(d) *Limitation on Interest Periods.* Notwithstanding any other provision of this Agreement, no Applicable Borrower shall be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

*Section 2.03. Requests for Revolving Borrowings.* To request a Revolving Borrowing, the Applicable Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurocurrency Borrowing denominated in Dollars, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing, (b) in the case of a Eurocurrency Borrowing denominated in a Foreign Currency, not later than 11:00 a.m., London time, three Business Days before the date of the proposed Borrowing or (c) in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, on the date of the proposed Borrowing (which shall be a Business Day); *provided* that any such notice of an ABR Revolving Borrowing

to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e) may be given not later than 10:00 a.m., New York City time, on the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Applicable Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

- (i) the Applicable Borrower;
- (ii) the aggregate amount and Currency of such Borrowing;
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) in the case of a Borrowing denominated in Dollars, whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing;
- (v) in the case of a Eurocurrency Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and
- (vi) the location and number of such Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.07.

If no election as to the Currency of a Revolving Borrowing is specified, then the requested Revolving Borrowing shall be denominated in Dollars. If no election as to the Type of Revolving Borrowing is specified, then the requested Revolving Borrowing shall be an ABR Borrowing unless an Agreed Foreign Currency has been specified, in which case the requested Revolving Borrowing shall be a Eurocurrency Borrowing denominated in such Agreed Foreign Currency. If no Interest Period is specified with respect to any requested Eurocurrency Borrowing, (i) if the Currency specified for such Borrowing is Dollars (or if no Currency has been so specified), the requested Borrowing shall be made instead as an ABR Borrowing, and (ii) if the Currency specified for such Borrowing is an Agreed Foreign Currency, the Applicable Borrower shall be deemed to have selected an Interest Period of one-month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

#### Section 2.04. *Competitive Bid Procedure.*

(a) *Requests for Bids by Borrowers.* Subject to the terms and conditions set forth herein, from time to time during the Availability Period any Applicable Borrower may request Competitive Bids and may (but shall not have any obligation to) accept Competitive Bids and borrow Competitive Loans; *provided* that the aggregate principal amount of Competitive Loans at any time outstanding shall not exceed \$500,000,000. Competitive Loans shall not constitute a utilization of the Commitments. To request Competitive Bids, the Applicable Borrower shall notify the Administrative Agent of such request by telephone, (x) in the case of a Eurocurrency Borrowing denominated in Dollars, not later than 11:00 a.m., New York City time, four Business Days before the date of the proposed Borrowing, (y) in the case of a Eurocurrency Borrowing denominated in a Foreign Currency, not later than 11:00 a.m., London time, four Business Days before the date of the proposed Borrowing and (z) in the case of a Fixed Rate Borrowing, not

later than 10:00 a.m., New York City time, one Business Day before the date of the proposed Borrowing; *provided* that the Applicable Borrowers may submit up to (but not more than) 15 Competitive Bid Requests on the same day, but a Competitive Bid Request shall not be made within five Business Days after the date of any previous Competitive Bid Request, unless any and all such previous Competitive Bid Requests shall have been withdrawn or all Competitive Bids received in response thereto rejected. Each such telephonic Competitive Bid Request shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Competitive Bid Request in a form approved by the Administrative Agent and signed by the Applicable Borrower. Each such telephonic and written Competitive Bid Request shall specify the following information in compliance with Section 2.02:

- (i) the Applicable Borrower;
  - (ii) the aggregate amount and Currency of the requested Borrowing;
  - (iii) the date of such Borrowing, which shall be a Business Day;
  - (iv) in the case of a Borrowing denominated in Dollars, whether such Borrowing is to be a Eurocurrency Borrowing or a Fixed Rate Borrowing;
  - (v) the Interest Period to be applicable to such Borrowing, which shall be a period contemplated by the definition of the term "Interest Period";
- and
- (vi) the location and number of such Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.07.

Promptly following receipt of a Competitive Bid Request in accordance with this Section, the Administrative Agent shall notify the Lenders of the details thereof by telecopy, inviting the Lenders to submit Competitive Bids.

(b) *Making of Bids by Lenders.* Each Lender may (but shall not have any obligation to) make one or more Competitive Bids to the Applicable Borrower in response to a Competitive Bid Request. Each Competitive Bid by a Lender must be in a form approved by the Administrative Agent and must be received by the Administrative Agent by telecopy, in the case of a Eurocurrency Borrowing, not later than 9:30 a.m., London time, three Business Days before the proposed date of such Borrowing, and in the case of a Fixed Rate Borrowing, not later than 9:30 a.m., New York City time, on the proposed date of such Borrowing. Competitive Bids that do not conform substantially to the form approved by the Administrative Agent may be rejected by the Administrative Agent, and the Administrative Agent shall notify the applicable Lender as promptly as practicable. Each Competitive Bid shall specify (i) the name of the Applicable Borrower, (ii) the Currency of the Competitive Loan or Loans that the Lender is willing to make, (iii) the principal amount (which shall be a minimum of \$5,000,000 and an integral multiple of \$1,000,000 and which may equal the entire principal amount of the Competitive Borrowing requested by the Applicable Borrower) of the Competitive Loan or Loans that the Lender is willing to make, (iv) the Competitive Bid Rate or Rates at which the Lender is prepared to make such Loan or Loans (expressed as a percentage rate *per annum* in the form of a decimal to no more than four decimal places) and (v) the Interest Period applicable to each such Loan and the last day thereof. No Competitive Bid shall contain qualifying, conditional or similar language or propose terms other than or in addition to those set forth in the applicable Competitive Bid Request and, in particular, no Competitive Bid may be conditioned upon acceptance by the Company of all (or some specified minimum) of the principal amount of the Competitive Loan

for which such Competitive Bid is made; *provided* that Competitive Bids submitted by the same Lender may be conditioned on such Lender not being required to make Competitive Loans in excess of a specified aggregate amount.

(c) *Notification of Bids by Administrative Agent.* The Administrative Agent shall promptly (but in any event at least one hour prior to the times specified in the second sentence of Section 2.04(d)) notify the Applicable Borrower by telecopy of the Competitive Bid Rate and the principal amount specified in each Competitive Bid and the identity of the Lender that shall have made such Competitive Bid.

(d) *Acceptance of Bids by Borrowers.* Subject only to the provisions of this paragraph, the Applicable Borrower may accept or reject any Competitive Bid. The Applicable Borrower shall notify the Administrative Agent by telephone, confirmed by telecopy in a form approved by the Administrative Agent, whether and to what extent it has decided to accept or reject each Competitive Bid, (x) in the case of a Eurocurrency Competitive Borrowing denominated in Dollars, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Competitive Borrowing, (y) in the case of a Eurocurrency Competitive Borrowing denominated in a Foreign Currency, not later than 11:00 a.m., London time, three Business Days before the date of the proposed Competitive Borrowing and (z) in the case of a Fixed Rate Borrowing, not later than 11:00 a.m., New York City time, on the proposed date of the Competitive Borrowing; *provided* that (i) the failure of the Applicable Borrower to give such notice shall be deemed to be a rejection of each Competitive Bid, (ii) the Applicable Borrower shall not accept a Competitive Bid made at a particular Competitive Bid Rate if the Applicable Borrower rejects a Competitive Bid made at a lower Competitive Bid Rate, (iii) the aggregate amount of the Competitive Bids accepted by the Applicable Borrower shall not exceed the aggregate amount of the requested Competitive Borrowing specified in the related Competitive Bid Request, (iv) to the extent necessary to comply with clause (iii) above, the Applicable Borrower may accept Competitive Bids at the same Competitive Bid Rate in part, which acceptance, in the case of multiple Competitive Bids at such Competitive Bid Rate, shall be made pro rata in accordance with the amount of each such Competitive Bid, and (v) except pursuant to clause (iv) above, no Competitive Bid shall be accepted for a Competitive Loan unless such Competitive Loan is in a minimum principal amount of \$5,000,000 and an integral multiple of \$1,000,000; *provided further* that if a Competitive Loan must be in an amount less than \$5,000,000 because of the provisions of clause (iv) above, such Competitive Loan may be for a minimum of \$1,000,000 or any integral multiple thereof, and in calculating the pro rata allocation of acceptances of portions of multiple Competitive Bids at a particular Competitive Bid Rate pursuant to clause (iv) above the amounts shall be rounded to integral multiples of \$1,000,000 in a manner determined by the Applicable Borrower. A notice given by any Applicable Borrower pursuant to this paragraph shall be irrevocable.

(e) *Notification of Acceptances by Administrative Agent.* The Administrative Agent shall promptly notify each bidding Lender by telecopy whether or not its Competitive Bid has been accepted (and, if so, the amount and Competitive Bid Rate so accepted), and each successful bidder will thereupon become bound, subject to the terms and conditions hereof, to make the Competitive Loan in respect of which its Competitive Bid has been accepted.

(f) *Bids by Administrative Agent.* If the Administrative Agent shall elect to submit a Competitive Bid in its capacity as a Lender, it shall submit such Competitive Bid directly to the Applicable Borrower at least one quarter of an hour earlier than the time by which the other Lenders are required to submit their Competitive Bids to the Administrative Agent pursuant to paragraph (b) of this Section.

Section 2.05. *Designation of Additional Borrowers.*

(a) *Designation.* Subject to the terms and conditions of this Section, the Company may, at any time or from time to time after the Amendment and Restatement Effective Date upon not less than 5 Business Days' notice (or such shorter period which is reasonably acceptable to the Administrative Agent) to the Administrative Agent (which shall promptly notify the Lenders thereof), request the designation of a Wholly-Owned Subsidiary as a Borrower hereunder, *provided* that only a Domestic Subsidiary may be designated to borrow Revolving Loans and to request the issuance of Letters of Credit hereunder. Each such notice shall specify (i) the name of applicable Subsidiary, (ii) its jurisdiction of organization and (iii) such other information with respect to such Subsidiary as the Administrative Agent shall reasonably request in connection therewith.

(b) *Designation.* Upon the satisfaction of the conditions specified in paragraph (c) of this Section, the applicable designated Subsidiary (each a "**Subsidiary Borrower**") shall become a party to this Agreement as a Borrower hereunder and shall be entitled, subject to the terms and conditions of this Agreement, and (i) in the case of a Domestic Subsidiary so designated, such Subsidiary shall be entitled to borrow Revolving Loans and/or request the issuance of Letters of Credit hereunder and (ii) in the case of any Subsidiary so designated, as applicable, such Subsidiary shall be entitled to request and borrow Competitive Loans hereunder (and, in each case, such Subsidiary shall have and shall assume all of the obligations of a Borrower hereunder). The Administrative Agent shall promptly notify the Lenders of the effectiveness of any such designation. Notwithstanding anything herein to the contrary, a Subsidiary Borrower that is a Foreign Subsidiary may not be designated to, and shall not be entitled to, borrow Revolving Loans or request the issuance of Letters of Credit hereunder.

(c) *Conditions to Designation.* In addition to satisfaction with the other requirements set forth in this Section, the designation by the Company of any Subsidiary to become a Subsidiary Borrower shall be subject to the satisfaction of the following conditions (including delivery to the Administrative Agent of the following documents, each of which shall be reasonably satisfactory to the Administrative Agent in form and substance or may be waived by the Administrative Agent in its sole discretion) and such designation shall become effective on the date on which all such conditions are satisfied (or so waived):

(i) immediately prior to and after giving effect to such designation, no Default shall have occurred and be continuing;

(ii) the Administrative Agent shall have received a Subsidiary Borrower Joinder Agreement, duly completed and executed by the Company, such Subsidiary and the Administrative Agent;

(iii) the Administrative Agent shall have received a certificate of a Responsible Officer of the Company to the effect that the conditions to such designation set forth in this Section shall be satisfied;

(iv) the Administrative Agent shall have received such proof of corporate or other action, incumbency of officers, opinion and other documents as are consistent with those delivered by the Loan Parties pursuant to Section 4.01 on the Amendment and Restatement Effective Date as the Administrative Agent shall reasonably request, all in form, content and scope reasonably satisfactory to the Administrative Agent; and

(v) to the extent requested by the Administrative Agent or any Lender, the Administrative Agent or such Lender shall have received all documentation and other information with respect to such Subsidiary required by regulatory authorities under the Patriot Act and other applicable “know your customer” and anti-money laundering rules and regulations.

(d) *Company as Agent.* Each Subsidiary of the Company that becomes a Subsidiary Borrower pursuant to this Section hereby irrevocably appoints the Company as its agent for all purposes relevant to this Agreement and each of the other Loan Documents, including (i) the giving and receipt of notices, (ii) the execution and delivery of all documents, instruments and certificates contemplated herein and all modifications hereto, (iii) the receipt of the proceeds of any Loans made by the Lenders to any such Subsidiary Borrower hereunder and (iv) in the case of any such Subsidiary that is a Foreign Subsidiary, service of process. The Company hereby accepts such appointment. Any acknowledgment, consent, direction, certification or other action which might otherwise be valid or effective only if given or taken by all Borrowers, or by each Borrower acting singly, shall be valid and effective if given or taken only by the Company, whether or not any such other Borrower joins therein. Any notice, demand, consent, acknowledgement, direction, certification or other communication delivered to the Company in accordance with the terms of this Agreement shall be deemed to have been delivered to each such Subsidiary.

(e) *Termination of Subsidiary Borrowers.* Subject to the terms and conditions of this paragraph (e) (*provided* that no Default shall exist), the Company may, upon at least five Business Days’ notice to the Administrative Agent (in form reasonably satisfactory to the Administrative Agent) at any time at which no Loans, Letters of Credit or any other amounts under this Agreement or any other Loan Document shall be outstanding to a Subsidiary Borrower, remove such Subsidiary Borrower as a Borrower hereunder, which notice shall specify the applicable Subsidiary Borrower to be removed as a Borrower and the effective date thereof. The Administrative Agent shall, promptly upon receipt of such notice, notify the Lenders thereof. Effective upon the effective date specified in such notice, all commitments of the Lenders to make Loans to, or of the Issuing Banks to issue Letters of Credit for the account of, such Subsidiary Borrower shall terminate, such Subsidiary Borrower’s rights hereunder shall terminate and such Subsidiary Borrower shall cease to be a Borrower hereunder. Notwithstanding anything herein to the contrary, the removal of any Subsidiary Borrower as a Borrower hereunder shall not terminate or discharge any obligation of such Subsidiary Borrower that remains unpaid at the time of such removal or the obligations of the Guarantor with respect to any such unpaid obligations under Article 7. Upon the occurrence of any event described in clause (h) or (i) of Article 8 (or any event which under the laws of any jurisdiction is analogous to any such event) with respect to a Subsidiary Borrower, (i) all Commitments of the Lenders to make Loans to, and participate in Letters of Credit (and of the Issuing Banks to issue Letters of Credit) for the account of, such Subsidiary Borrower and all of the rights of such Subsidiary Borrower hereunder shall automatically terminate and such Subsidiary Borrower shall immediately cease to be a Borrower hereunder, (ii) the principal amount then outstanding of, and the accrued interest on, the Loans (if any) made to such Subsidiary Borrower and all other amounts payable by such Subsidiary Borrower under this Agreement and the other Loan Documents to which it is a party shall automatically become immediately due and payable and (iii) if any Letters of Credit are then outstanding under which such Subsidiary Borrower is the account party, the Company shall provide Cash Collateral in Dollars in an amount equal to the LC Exposure in respect of all such Letters of Credit, as provided in Section 2.06(j), in each case, without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by such Subsidiary Borrower and the Company.

Section 2.06. *Letters of Credit.*

(a) *General.* Subject to the terms and conditions set forth herein (including, in the case of an issuer of a Jarden Letter of Credit, the proviso to Section 2.06(k)(ii)(k)(ii)), at the request of any Applicable Borrower each Issuing Bank agrees at any time and from time to time during the Availability Period to issue, subject to and in accordance with such Issuing Bank's policies and procedures, Letters of Credit denominated in Dollars or any Agreed Foreign Currency for the account of such Borrower in such form as is acceptable to such Issuing Bank in its reasonable determination, or to amend, renew or extend any previously issued such Letter of Credit, in an aggregate amount that will not result, after giving effect thereto, in (i) any Lender's Revolving Credit Exposure exceeding such Lender's Commitment, (ii) the total Revolving Credit Exposures of all the Lenders exceeding the total Commitments, (iii) the total LC Exposure of the Issuing Banks (determined for these purposes without giving effect to the participations therein of the Lenders pursuant to this Section 2.06) exceeding the LC Sublimit or (iv) the face amount of outstanding Letters of Credit issued by any Issuing Bank exceeding such Issuing Bank's Applicable LC Fronting Sublimit. Letters of Credit issued hereunder shall constitute utilization of the Commitments. Immediately upon the issuance of each Letter of Credit each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the applicable Issuing Bank a participation in such Letter of Credit in an amount equal to such Lender's Applicable Percentage of the amount of such Letter of Credit.

(b) *Notice of Issuance, Amendment, Renewal, Extension.* To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Applicable Borrower shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank) to the applicable Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension, but in any event no less than five Business Days) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the Currency of such Letter of Credit, the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, the Applicable Borrower also shall submit an LC Application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of LC Application or other agreement submitted by the Applicable Borrower to, or entered into by such Borrower with, the applicable Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(c) *Expiration Date.* Each Letter of Credit shall expire (or be subject to termination by notice from the applicable Issuing Bank to the beneficiary thereof) at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date (or, if there are different Maturity Dates hereunder, the then earliest scheduled Maturity Date); *provided* that any Letter of Credit may provide for the automatic renewal thereof for additional one-year periods so long as such automatic renewal does not extend the expiration thereof beyond the date specified in clause (ii) above; *provided, further* that, if at any time there are different Maturity Dates hereunder, any Letter of Credit may expire after the date specified in such clause (ii) (but in no event later than the date that is five Business Days prior to the next earliest scheduled Maturity

Date at such time) so long as, on the date of issuance, amendment, renewal or extension thereof and after giving effect thereto, (x) the total Revolving Credit Exposure would not exceed the total Commitments of the Extending Lenders (including Additional Commitment Lenders) and (y) the total LC Exposure of the Issuing Banks (determined for these purposes without giving effect to the participations therein of the Lenders pursuant to this Section) with respect to Letters of Credit that have an expiry date after the then earliest scheduled Maturity Date would not exceed the LC Sublimit.

(d) *Participations.* By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or applicable Lenders, such Issuing Bank hereby grants to each Lender, and each such Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Applicable Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Applicable Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) *Reimbursement.* If any Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Applicable Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement in the applicable Currency (except to the extent the penultimate sentence of this paragraph (e) permits payments in Dollars) not later than 12:00 noon, New York City time, on the date that such LC Disbursement is made, if the Applicable Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., New York City time, on such date, or, if such notice has not been received by the Applicable Borrower prior to such time on such date, then not later than 12:00 noon, New York City time, on (i) the Business Day that the Applicable Borrower receives such notice, if such notice is received prior to 10:00 a.m., New York City time, on the day of receipt, or (ii) the Business Day immediately following the day that the Applicable Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; *provided* that, in the case of any such reimbursement in Dollars, the Applicable Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with an ABR Revolving Borrowing in an equivalent amount and, to the extent so financed, the Applicable Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing. In the case of a Letter of Credit denominated in an Agreed Foreign Currency, the Applicable Borrower shall reimburse the applicable Issuing Bank in such Agreed Foreign Currency, unless (A) such Issuing Bank (at its option) shall have specified in such notice that it will require reimbursement in Dollars, or (B) in the absence of any such requirement for reimbursement in Dollars, the Applicable Borrower shall have notified such Issuing Bank promptly following receipt of the notice of drawing that the Applicable Borrower will reimburse such Issuing Bank in Dollars. In the case of any such reimbursement in Dollars of a drawing under a Letter of Credit denominated in an Agreed Foreign Currency, the applicable Issuing Bank shall notify the Applicable Borrower of the Dollar Equivalent of the amount of the drawing promptly following the determination thereof.



If the Applicable Borrower fails to make such payment when due, the Administrative Agent shall notify each applicable Lender of the applicable LC Disbursement (expressed in Dollars in the amount of the Dollar Equivalent thereof in the case of a Letter of Credit denominated in an Agreed Foreign Currency), the payment then due from such Borrower in respect thereof and such Lender's Applicable Percentage. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Applicable Borrower, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, *mutatis mutandis*, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Applicable Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to such Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse such Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans as contemplated above) shall not constitute a Loan and shall not relieve the Applicable Borrower of its obligation to reimburse such LC Disbursement.

(f) *Obligations Absolute.* The Applicable Borrowers' obligations to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by any Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Applicable Borrowers' obligations hereunder. Neither the Administrative Agent, the Lenders nor any Issuing Bank, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of any Issuing Bank; *provided* that the foregoing shall not be construed to excuse any Issuing Bank from liability to any Applicable Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Applicable Borrowers to the extent permitted by applicable law) suffered by the Applicable Borrowers that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of any Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, each Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for

further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) *Disbursement Procedures.* The applicable Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. The applicable Issuing Bank shall promptly notify the Administrative Agent and the Applicable Borrower by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; *provided* that any failure to give or delay in giving such notice shall not relieve the Applicable Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) *Interim Interest.* If any Issuing Bank shall make any LC Disbursement, then, unless the Applicable Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Applicable Borrower reimburses such LC Disbursement, at the rate *per annum* then applicable to ABR Revolving Loans; *provided* that, if the Applicable Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, such unpaid amount shall bear interest at the applicable Default Rate. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) *Replacement of Issuing Banks.* An Issuing Bank may be replaced at any time by written agreement among the Company, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of any Issuing Bank. At the time any such replacement shall become effective, the Company shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(c). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) *Cash Collateralization.* If (i) any Event of Default shall occur and be continuing, on the Business Day that the Company receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposure representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph or (ii) the Applicable Borrowers shall be required to provide Cash Collateral pursuant to Section 2.11(b), the Company shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to (x) in the case of an Event of Default, the LC Exposure as of such date *plus* any accrued and unpaid interest thereon and (y) in the case of Cash Collateral required pursuant to Section 2.11(b), the amount required thereunder; *provided* that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become

immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Company described in clause (h) or (i) of Article 8. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Applicable Borrowers under this Agreement and the other Loan Documents. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Company's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the applicable Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Company for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposure representing greater than 50% of the total LC Exposure), be applied to satisfy other obligations of the Applicable Borrowers under this Agreement and the other Loan Documents. If the Company is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default or pursuant to Section 2.11(b), such amount (to the extent not applied as aforesaid) shall be returned to the Company within three Business Days after all Events of Default have been cured or waived or after the circumstances giving rise to the requirement for Cash Collateral under Section 2.11(b) shall no longer exist, as the case may be.

(k) *Existing Letters of Credit; Jarden Letters of Credit.* (i) On the Amendment and Restatement Effective Date, each letter of credit issued or deemed to be issued under the Existing Credit Agreement listed on Schedule 2.06, to the extent outstanding, shall automatically and without further action by the parties thereto (and without payment of any fees otherwise due upon the issuance of a Letter of Credit) be deemed converted into Letters of Credit issued pursuant to this Section 2.06 and subject to the provisions hereof.

(ii) Notwithstanding anything herein to the contrary, on the Jarden Acquisition Closing Date, upon delivery to the Administrative Agent of a certificate of a Responsible Officer of the Company that each of the conditions set forth in Section 4.02 of the Term Loan Credit Agreement has been satisfied (or waived in accordance with Section 10.02 thereof), and so long as the operation of this (k) would not result in (x) any Lender's Revolving Credit Exposure exceeding such Lender's Commitment, (y) the total Revolving Credit Exposures of all the Lenders exceeding the total Commitments or (z) the total LC Exposure of the Issuing Banks (including any issuers of Jarden Letters of Credit that would be deemed to be an Issuing Bank under this Agreement pursuant to clause (B) of this Section 2.06(k)(ii)) (determined for these purposes without giving effect to the participations therein of the Lenders pursuant to this Section 2.06) exceeding the LC Sublimit:

(A) each Jarden Letter of Credit, to the extent that such Jarden Letter of Credit is then outstanding and the issuer thereof is a Lender on such date that has agreed in writing with the Company and the Administrative Agent that it will act as the Issuing Bank in respect of such Jarden Letter of Credit, shall automatically and without further action by the parties thereto (and without payment of any fees otherwise due upon the issuance of a Letter of Credit) be deemed to be a Letter of Credit issued on such date pursuant to this Section 2.06 and subject to the provisions hereof (including, for the avoidance of doubt, Section 2.06(d)), with the Company deemed to be the account party and the Applicable Borrower in respect of such Letter of Credit for purposes of this Agreement; and

(B) each issuer of a Jarden Letter of Credit, to the extent that such Jarden Letter of Credit is then outstanding and the issuer thereof is a Lender on such date that has agreed in writing with the Company and the Administrative Agent that it will act as the Issuing Bank in respect of such Jarden Letter of Credit, shall automatically and without further action by the parties thereto be deemed to be an Issuing Bank under this Agreement with respect to such Jarden Letter of Credit;

*provided* in each case that (x) following the Jarden Acquisition Closing Date, no issuer of a Jarden Letter of Credit that is deemed to be an Issuing Bank under this Agreement pursuant to clause (B) above shall be required to be an Issuing Bank in respect of any additional Letters of Credit hereunder, unless such Lender has elected, in its sole discretion, to be an Issuing Bank in respect of any such additional Letters of Credit, and (y) for the avoidance of doubt, at any time from and after the Jarden Acquisition Closing Date, any Jarden Letter of Credit that is deemed to be a Letter of Credit issued under this Agreement pursuant to clause (A) above shall be taken into account in determining the LC Exposure at such time.

#### Section 2.07. *Funding of Borrowings.*

(a) *Funding by Lenders.* Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by (x) 12:00 noon, Local Time, in the case of Eurocurrency Loans or (y) 1:00 p.m., New York City time, in the case of ABR Loans, in each case to the Administrative Agent at the Administrative Agent's Office most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Applicable Borrower by promptly crediting the amounts so received, in like funds, to an account of the Applicable Borrower maintained with the Administrative Agent in New York City or London, as applicable, or otherwise in accordance with such Borrower's instructions, in each case as set forth in the applicable Borrowing Request or Competitive Bid Request; *provided* that ABR Revolving Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank.

(b) *Presumption by Administrative Agent.* Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Applicable Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Applicable Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Applicable Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

Section 2.08. *Interest Elections.*

(a) *Elections by Applicable Borrowers for Revolving Borrowings.* Each Revolving Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Revolving Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Applicable Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurocurrency Revolving Borrowing, may elect Interest Periods therefor, all as provided in this Section; *provided* that (i) a Revolving Borrowing denominated in one Currency may not be continued as, or converted to, a Revolving Borrowing in a different Currency, (ii) no Eurocurrency Revolving Borrowing denominated in a Foreign Currency may be continued if, after giving effect thereto, the total Revolving Credit Exposures would exceed the total Commitments and (iii) a Eurocurrency Revolving Borrowing denominated in a Foreign Currency may not be converted to a Borrowing of a different Type. The Applicable Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Competitive Borrowings, which may not be converted or continued.

(b) *Notice of Elections.* To make an election pursuant to this Section, the Applicable Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Applicable Borrower were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or teletype to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Applicable Borrower.

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

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

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

(iii) in the case of a Borrowing denominated in Dollars, whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

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

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

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

(e) If the Applicable Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Revolving Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, (i) if such Borrowing is denominated in Dollars, at the end of such Interest Period such Borrowing shall be converted to an ABR Revolving Borrowing and (ii) if such Borrowing is denominated in a Foreign Currency, such Borrower shall be deemed to have selected an Interest Period of one month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Applicable Borrower, then, so long as an Event of Default is continuing (A) no outstanding Revolving Borrowing denominated in Dollars may be converted to or continued as a Eurocurrency Borrowing, (B) unless repaid, each Eurocurrency Borrowing denominated in Dollars shall be converted to an ABR Borrowing at the end of the Interest Period therefor and (C) no outstanding Eurocurrency Borrowing denominated in a Foreign Currency may have an Interest Period of more than one month's duration.

Section 2.09. *Termination and Reduction of Commitments.*

(a) *Scheduled Termination.* Unless previously terminated, the Commitments shall terminate on the Maturity Date.

(b) *Voluntary Termination or Reduction.* The Company may at any time terminate, or from time to time reduce, the Commitments; *provided that* (i) each reduction of the Commitments shall be in an amount that is an integral multiple of \$5,000,000 and not less than \$5,000,000 and (ii) the Company shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.11, the total Revolving Credit Exposures would exceed the total Commitments.

(c) *Notice of Voluntary Termination or Reduction.* The Company shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each notice delivered by the Company pursuant to this Section shall be irrevocable; *provided that* a notice of termination or reduction of the Commitments delivered by the Company may state that such notice is conditioned upon the occurrence of a specified event, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

Section 2.10. *Repayment of Loans; Evidence of Debt.*

(a) *Repayment.* Each Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan made to such Borrower on the Maturity Date and (ii) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Competitive Loan made to such Borrower on the last day of the Interest Period applicable to such Loan.

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

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

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

(e) *Promissory Notes.* Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Applicable Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns), in substantially the form of Exhibit E (with such changes thereto as shall be approved by the Administrative Agent); *provided, however*, that no Lender shall be entitled to receive any such promissory note under this Agreement unless and until it shall have returned to the Company the original promissory note (or such Lender shall have made other arrangements reasonably satisfactory to the Company), if any, issued to such Lender as an Existing Lender under the Existing Credit Agreement. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

Section 2.11. *Prepayment of Loans.*

(a) *Optional Prepayments.* Each Applicable Borrower shall have the right at any time and from time to time to prepay any Borrowing made by it in whole or in part, subject to prior notice in accordance with paragraph (b) of this Section; *provided* that no Applicable Borrower shall have the right to prepay any Competitive Loan made to it unless agreed to by the Lender of such Competitive Loan and such Applicable Borrower.

(b) *Mandatory Prepayments of Revolving Credit Exposure.*

(i) *Generally.* If on any date the total Revolving Credit Exposures exceed the total Commitments, the Applicable Borrowers shall immediately prepay the

Revolving Loans and (after all Revolving Loans have been repaid) provide Cash Collateral in respect of the LC Exposure in accordance with Section 2.06(j), in an amount sufficient to eliminate such excess.

(ii) *Currency Fluctuations*. On the last Business Day of each month prior to the Maturity Date and promptly upon the receipt by the Administrative Agent of a Currency Valuation Notice (as defined below), the Administrative Agent shall determine the aggregate outstanding principal or face amount of all Revolving Loans and Letters of Credit denominated in Foreign Currencies. For the purpose of this determination, the outstanding principal or face amount of any Revolving Loan or Letter of Credit, as the case may be, denominated in a Foreign Currency shall be deemed to be the Dollar Equivalent of such Revolving Loan or Letter of Credit determined as of such date or, in the case of a Currency Valuation Notice received by the Administrative Agent prior to 10:00 a.m., New York City time, on a Business Day, on such Business Day or, in the case of a Currency Valuation Notice otherwise received, on the first Business Day after such Currency Valuation Notice is received. Upon making such determination, the Administrative Agent shall promptly notify the Lenders and the Applicable Borrowers thereof. For purposes hereof, “**Currency Valuation Notice**” means a notice given by the Required Lenders to the Administrative Agent stating that such notice is a “Currency Valuation Notice” and requesting that the Administrative Agent determine the Dollar Equivalent of the then outstanding Revolving Loans and Letters of Credit denominated in Foreign Currencies. The Administrative Agent shall not be required to make more than one valuation determination pursuant to Currency Valuation Notices within any month. If, on the date of such determination, the total Revolving Credit Exposure (including the Dollar Equivalent of the Revolving Credit Exposure denominated in Foreign Currencies) exceeds 103% of the total Commitments, the Applicable Borrowers shall, if requested by the Required Lenders (through the Administrative Agent), immediately prepay the Revolving Loans (whether denominated in Dollars or Foreign Currencies) in an amount sufficient to eliminate such excess. If, on the date of such determination, the LC Exposure (including the Dollar Equivalent of the LC Exposure denominated in Foreign Currencies) exceeds the LC Sublimit, the Borrowers shall, if requested by the Required Lenders (through the Administrative Agent), provide Cash Collateral in Dollars in respect of the LC Exposure in accordance with Section 2.06(j) in an amount at least equal to such excess. Without duplication of any Cash Collateral provided pursuant to the immediately preceding sentence, if, on the date of such determination, the face amount of outstanding Letters of Credit (including the Dollar Equivalent of any such face amount denominated in Foreign Currencies) issued by any Issuing Bank exceeds such Issuing Bank’s Applicable LC Fronting Sublimit, the Borrowers shall provide Cash Collateral in Dollars in an amount at least equal to such excess.

(c) *Notices, Etc.* The Applicable Borrower shall notify the Administrative Agent by telephone (confirmed by telecopy) of any prepayment hereunder:

(i) in the case of prepayment of a Eurocurrency Revolving Borrowing denominated in Dollars, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment;

(ii) in the case of prepayment of a Eurocurrency Revolving Borrowing denominated in any Agreed Foreign Currency, not later than 11:00 a.m., London time, three Business Days before the date of prepayment; or



(iii) in the case of prepayment of an ABR Revolving Borrowing, not later than 12:00 a.m., New York City time, one Business Day before the date of prepayment.

Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; *provided* that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type as provided in Section 2.02, except as necessary to apply fully the required amount of a prepayment under paragraph (b) of this Section 2.11. Each prepayment of a Revolving Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13.

The application of any prepayment pursuant to paragraph (b) of this Section 2.11 shall be made, *first*, to ABR Revolving Loans (if applicable) and, *second*, to Eurocurrency Revolving Loans. Notwithstanding anything herein to the contrary, any mandatory prepayment of the Revolving Loans pursuant to paragraph (b) of this Section shall not result in a mandatory reduction of the Commitments.

#### Section 2.12. Fees.

(a) *Commitment Fee.* The Company agrees to pay to the Administrative Agent for the account of each Lender a commitment fee (the “**Commitment Fee**”), which shall accrue at the rate per annum specified in the grid below on the daily amount by which the Commitment of such Lender exceeds the Revolving Credit Exposure of such Lender during the Availability Period:

	<b>Index Debt Ratings Moody's/S&amp;P/Fitch</b>	<b>Commitment Fee Rate</b>
<b>Category 1</b>	Baa1/BBB+/BBB+ or better	0.15%
<b>Category 2</b>	Baa2/BBB/BBB	0.175%
<b>Category 3</b>	Baa3/BBB-/BBB-	0.225%
<b>Category 4</b>	Ba1/BB+/BB+	0.30%
<b>Category 5</b>	Ba2/BB/BB or lower	0.375%

Accrued Commitment Fees shall be payable in arrears on each Quarterly Date and on the earlier of the Maturity Date and the date of termination of the Commitments. The Commitment Fee shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) *Upfront Fee.* The Company agrees to pay to the Administrative Agent for the account of each Lender on the Amendment and Restatement Effective Date (immediately after giving effect to the effectiveness of this Agreement on such date) a non-refundable upfront fee (the “**Upfront Fee**”) in an aggregate amount equal to (i) 0.05% of the principal amount of the Commitment (as defined in the Existing Credit Agreement), if any, of such Lender under the Existing Credit Agreement as of the Amendment and Restatement Effective Date (immediately prior to giving effect to the effectiveness of this Agreement on such date) (such Lender’s “**Existing Commitment**”), plus (ii) 0.15% of the difference between (x) the principal amount of

the Commitment of such Lender hereunder as of the Amendment and Restatement Effective Date (immediately after giving effect to the effectiveness of this Agreement on such date) and (y) such Lender's Existing Commitment. The Upfront Fees shall be earned and payable on the Amendment and Restatement Effective Date.

(c) *Letter of Credit Fees.* The Applicable Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Rate applicable to Eurocurrency Revolving Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Amendment and Restatement Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to each applicable Issuing Bank a fronting fee, which shall accrue at a rate *per annum* equal to 0.125% (or such other rate as shall be agreed by the Company and the applicable Issuing Bank) of the daily face amount of each outstanding Letter of Credit issued by such Issuing Bank during the period from and including the Amendment and Restatement Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Amendment and Restatement Effective Date; *provided* that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Banks pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(d) *Administrative Agent's Fees.* The Company agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Company and the Administrative Agent.

(e) *Payment of Fees.* All fees payable hereunder shall be paid on the dates due, in Dollars and in immediately available funds, to the Administrative Agent (or to any Issuing Bank, in the case of fees payable to it) for distribution, in the case of facility fees and participation fees, to the applicable Lenders. Fees paid, to the extent due and payable under any Loan Document, shall not be refundable under any circumstances.

#### Section 2.13. *Interest.*

(a) *ABR Loans.* The Loans comprising each ABR Revolving Borrowing shall bear interest at the Alternate Base Rate *plus* the Applicable Rate.

(b) *Eurocurrency Loans.* The Loans comprising each Eurocurrency Borrowing shall bear interest (i) in the case of a Eurocurrency Revolving Loan, at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Rate, or (ii) in the case of a Eurocurrency Competitive Loan, at the LIBO Rate for the Interest Period in effect for such Borrowing *plus* (or *minus*, as applicable) the Margin applicable to such Loan.

(c) *Fixed Rate Loans.* Each Fixed Rate Loan shall bear interest at the Fixed Rate applicable to such Loan.

(d) *Default Interest.* Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Applicable Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at the applicable Default Rate.

(e) *Payment of Interest.* Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Commitments; *provided* that (i) interest accrued pursuant to paragraph (d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurocurrency Revolving Loan denominated in Dollars prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(f) *Computation.* All interest hereunder shall be computed on the basis of a year of 360 days (except that (i) interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and (ii) interest on Revolving Loans denominated in Pounds Sterling shall be computed on the basis of a year of 365 days) and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.14. *Alternate Rate of Interest.* If prior to the commencement of the Interest Period for any Eurocurrency Borrowing in any Currency (the Currency of such Borrowing herein referred to as the “**Affected Currency**”):

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

(b) the Administrative Agent is advised by the Required Lenders (or, in the case of a Eurocurrency Competitive Loan, the Lender that is required to make such Loan) that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for the Affected Currency for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Company and the Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Company and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurocurrency Borrowing denominated in the Affected Currency shall be ineffective, and, if the Affected Currency is Dollars, such Borrowing (unless prepaid) shall be continued as, or converted to, an ABR Revolving Borrowing, (ii) if the Affected Currency is Dollars and any Borrowing Request requests a Eurocurrency Revolving Borrowing denominated in Dollars, such Borrowing shall be made as an ABR

Revolving Borrowing, (iii) if the Affected Currency is a Foreign Currency, any Borrowing Request that requests a Eurocurrency Revolving Borrowing denominated in the Affected Currency shall be ineffective, and (iv) any request by the Company for a Eurocurrency Competitive Borrowing denominated in the Affected Currency shall be ineffective; *provided* that (A) if the circumstances giving rise to such notice do not affect all the Lenders, then requests by the Applicable Borrower for Eurocurrency Competitive Borrowings may be made to the Lenders denominated in the Affected Currency that are not affected thereby and (B) if the circumstances giving rise to such notice affect only one Type of Borrowings, then the other Type of Borrowings shall be permitted.

Section 2.15. *Increased Costs.*

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank; or

(ii) impose on any Lender or any Issuing Bank or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making or maintaining any Eurocurrency Loan or Fixed Rate Loan (or, in the case of clause (iii) above, any Loan) (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender, such Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender, such Issuing Bank or such other Recipient hereunder (whether of principal, interest or otherwise), then the Applicable Borrower will pay to such Lender, such Issuing Bank or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, such Issuing Bank or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by any Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy), then from time to time the Applicable Borrower will pay to such Lender or such

Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) *Certificates from Lenders.* A certificate of a Lender or an Issuing Bank setting forth in reasonable detail the basis for the claim and the computation of the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Applicable Borrower and shall be conclusive absent manifest error. The Applicable Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; *provided* that the Applicable Borrower shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 90 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Applicable Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; *provided further* that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 90-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) *Competitive Loans.* Notwithstanding the foregoing provisions of this Section, a Lender shall not be entitled to compensation pursuant to this Section in respect of any Competitive Loan if the Change in Law that would otherwise entitle it to such compensation shall have been publicly announced prior to submission of the Competitive Bid pursuant to which such Loan was made.

Section 2.16. *Break Funding Payments.* In the event of (a) the payment of any principal of any Eurocurrency Loan or Fixed Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurocurrency Revolving Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurocurrency Loan or any Fixed Rate Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(c) and is revoked in accordance therewith), (d) the failure to borrow any Competitive Loan after accepting the Competitive Bid to make such Loan, or (e) the assignment of any Eurocurrency Loan or any Fixed Rate Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Company pursuant to Section 2.19, then, in any such event, the Applicable Borrower (or, in the case of clause (e) above, the Company) shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurocurrency Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate or the LIBO Rate, as applicable, that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the relevant Currency of the affected Eurocurrency Loan of a comparable amount and period from other banks

in the Eurocurrency market. A certificate of any Lender setting forth in reasonable detail the basis for the claim and the computation of any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Company and shall be conclusive absent manifest error. The Applicable Borrower (or, the Company, as applicable) shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 2.17. *Taxes.*

(a) *Payments Free of Taxes.* Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) *Payment of Other Taxes.* Each Loan Party shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) *Evidence of Payments.* As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) *Indemnification by Loan Parties.* The Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth in reasonable detail the basis for the claim and the computation of the amount of such payment or liability delivered to the Company by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) *Indemnification by Lenders.* Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the applicable Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of such Loan Party to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or

legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) *Status of Lenders.* (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Company and the Administrative Agent, at the time or times reasonably requested by the Company or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Company or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Company or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Company or the Administrative Agent as will enable the Company or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.17(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the applicable Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that any Loan Party is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Company and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Company and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit D-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Company within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-2 or Exhibit D-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Company and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the applicable Loan Party or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Company and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Company or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Company or the Administrative Agent as may be necessary for the applicable Loan Party and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.



Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Company and the Administrative Agent in writing of its legal inability to do so.

(g) *Treatment of Certain Refunds.* If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) *Survival.* Each party's obligations under this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(i) *Issuing Bank.* For purposes of this Section, the term "Lender" includes any Issuing Bank.

(j) For purposes of determining withholding Taxes imposed under FATCA, from and after the effective date of the Amendment, the Company and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) this Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

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

(a) *Payments.* Each Loan Party shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to 12:00 noon, Local Time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at the Administrative Agent's Office, except payments to be made directly to the applicable Issuing

Bank as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 10.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All amounts owing under this Agreement (including facility fees, payments required under Section 2.15, and payments required under Section 2.16 relating to any Loan denominated in Dollars, but not including principal of, and interest on, any Loan denominated in any Foreign Currency or payments relating to any such Loan required under Section 2.16, which are payable in such Foreign Currency) or under any other Loan Document (except to the extent otherwise provided therein) are payable in Dollars. Notwithstanding the foregoing, if any Borrower shall fail to pay any principal of any Loan when due (whether at stated maturity, by acceleration, by mandatory prepayment or otherwise) or shall fail to pay any reimbursement obligation in respect of any LC Disbursement when due, the unpaid portion of such Loan or reimbursement obligation shall, if such Loan or reimbursement obligation is not denominated in Dollars, automatically be redenominated in Dollars on the due date thereof (or, in the case of any such Loan, if such due date is a day other than the last day of the Interest Period therefor, on the last day of such Interest Period) in an amount equal to the Dollar Equivalent thereof on the date of such redenomination and such principal or reimbursement obligation shall be payable on demand; and if any Borrower shall fail to pay any interest on any Loan or LC Disbursement that is not denominated in Dollars, such interest shall automatically be redenominated in Dollars on the due date therefor (or, in the case of any such Loan, if such due date is a day other than the last day of the Interest Period therefor, on the last day of such Interest Period) in an amount equal to the Dollar Equivalent thereof on the date of such redenomination and such interest shall be payable on demand.

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

(c) *Sharing of Payments by Lenders.* If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans and participations in LC Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Revolving Loans and participations in LC Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans and participations in LC Disbursements; *provided* that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment

of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to the Company or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrowers consent to the foregoing and agrees, to the extent they may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(d) *Presumptions of Payment.* Unless the Administrative Agent shall have received notice from the Applicable Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Banks hereunder that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable Issuing Bank, as the case may be, the amount due. In such event, if such Borrower has not in fact made such payment, then each of the Lenders or the applicable Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) *Certain Deductions by Administrative Agent.* If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.06(d) or (e), 2.07(b), 2.18(d) or 10.03(c), then the Administrative Agent may, in its discretion and notwithstanding any contrary provision hereof, (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid, and/or (ii) hold such amounts in a segregated account over which the Administrative Agent shall have exclusive control as cash collateral for, and application to, any future funding obligations of such Lender under any such Section, in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

#### Section 2.19. *Mitigation Obligations; Replacement of Lenders.*

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

(b) *Replacement of Lenders.* If any Lender requests compensation under Section 2.15, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or if any Lender becomes a Defaulting Lender, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate,

without recourse (in accordance with and subject to the restrictions contained in Section 10.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.15 or 2.17) and obligations under this Agreement (other than any outstanding Competitive Loans held by it) to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment); *provided* that (i) the Administrative Agent and each Issuing Bank shall have consented to such Eligible Assignee to the extent consent would be required under the terms of Section 10.04(b) in connection with an assignment to such Eligible Assignee (which consents shall not be unreasonably withheld), (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans (other than Competitive Loans) and participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Company (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply.

Section 2.20. *Defaulting Lenders.* Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the Commitment of such Defaulting Lender pursuant to Section 2.12(a);

(b) the Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.02), except that (i) the Commitment(s) of any Defaulting Lender may not be increased or extended, or the maturity of any of its Loans may not be extended, the rate of interest on any of its Loans may not be reduced and the principal amount of any of its Loans may not be forgiven, in each case without the consent of such Defaulting Lender and (ii) any amendment, waiver or consent requiring the consent of all the Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than the other affected Lenders shall require the consent of such Defaulting Lender;

(c) if any LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the LC Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent that (x) the conditions set forth in Section 4.02 are satisfied at the time of such reallocation (and, unless the Company shall have otherwise notified the Administrative Agent at such time, the Company shall be deemed to have represented and warranted that such conditions are satisfied at such time) and (y) such reallocation does not cause the aggregate Revolving Credit Exposure of any non-Defaulting Lender to exceed such non-Defaulting Lender's Commitment.

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Company shall within one Business Day following notice by

the Administrative Agent, Cash Collateralize for the benefit of the Issuing Banks only the Applicable Borrower's obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii) if the Company Cash Collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Applicable Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(c) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is Cash Collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.12(c) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor Cash Collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Bank or any Lender hereunder, all facility fees that otherwise would have been payable to such Defaulting Lender pursuant to Section 2.12(a) (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Exposure) and letter of credit fees payable under Section 2.12(c) with respect to such Defaulting Lender's LC Exposure shall be payable to the applicable Issuing Bank until and to the extent that such LC Exposure is reallocated and/or Cash Collateralized; and

(d) so long as such Lender is a Defaulting Lender, the Issuing Banks shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or Cash Collateral will be provided by the Company in accordance with Section 2.20(c), and participating interests in any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.20(c)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event with respect to a Lender Parent of any Lender shall occur following the date hereof and for so long as such event shall continue or (ii) any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, any Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless such Issuing Bank, shall have entered into arrangements with the Company or such Lender, satisfactory to such Issuing Bank, to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, the Company and the Issuing Banks each agree in writing that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Competitive Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

Section 2.21. *Increase in Commitments. (a) Request for Increase.* Provided that no Default exists, upon notice to the Administrative Agent (which shall promptly notify the Lenders), the Company may from time to time request an increase in the Commitments by an amount such that, immediately after giving effect to such increase, the total Commitments hereunder shall not exceed \$1,750,000,000; *provided* that any such request for an increase shall be in a minimum amount of \$50,000,000 or a larger multiple of \$1,000,000. At the time of delivery of such notice, the Company (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall be at least five Business Days after the date of delivery of such notice to the Lenders and at least 30 days prior to the Maturity Date).

(b) *Lender Elections to Increase.* Each Lender shall notify the Administrative Agent within such time period whether or not it agrees to increase its Commitment and, if so, whether by an amount equal to, greater than, or less than its Applicable Percentage of such requested increase. Any Lender not responding within such time period shall be deemed to have declined to increase its Commitment. Notwithstanding anything herein to the contrary, no Lender shall have any obligation to agree to increase its Commitment hereunder and any election to do so shall be in the sole discretion of each Lender.

(c) *Notification by Administrative Agent; Additional Lenders.* The Administrative Agent shall notify the Company of the Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase, the Company may also invite additional Persons which are Eligible Assignees that are not then Lenders to become Lenders; *provided* that the Commitment of each such Person shall equal to at least \$25,000,000. Notwithstanding anything herein to the contrary, each Lender participating in such increase (including each such Person) shall be subject to the consent of the Administrative Agent and each Issuing Bank (such consent in each case not to be unreasonably withheld) to the extent consent would be required under the terms of Section 10.04(b) in connection with an assignment to such Lender or Person.

(d) *Effective Date and Allocations.* If the Commitments are increased in accordance with this Section, the Administrative Agent and the Company shall determine the effective date (the "**Commitment Increase Effective Date**") and the final allocation of such increase. The Administrative Agent shall promptly notify the Company and the Lenders of the final allocation of such increase and the relevant Commitment Increase Effective Date and record the relevant information for such increase in the Register.

(e) *Conditions to Effectiveness of Increase.* As a condition precedent to such increase, the Administrative Agent shall have received (i) a certificate of each Borrower dated as of the Commitment Increase Effective Date signed by a Responsible Officer of such Borrower (A) certifying and attaching the resolutions adopted by such Borrower approving or consenting to such increase and (B) in the case of the Company, certifying that, before and after giving effect to such increase, (x) the representations and warranties of the Loan Parties in this Agreement and the other Loan Documents are true and correct on and as of the relevant Commitment Increase Effective Date as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date), and except that, for purposes of this Section, the representations and warranties contained in Section 3.04(a) shall be deemed to refer to the most recent statements furnished pursuant to Section 5.01(a) or and 5.01(b), as applicable, and (y) no Default shall have occurred and be continuing; and (ii) a joinder or other agreement, in form and substance reasonably satisfactory to the Administrative Agent, from each Lender (including each Person (if any) that will become a Lender as part of such increases) pursuant to which such Lender shall, effective as of such Commitment Increase

Effective Date, undertake a Commitment as part of such increase (and, if any such Lender is already a Lender, its Commitment shall be in addition to such Lender's Commitment hereunder on such date), executed by each such Lender and each Borrower (which shall be acknowledged by the Administrative Agent). On each Commitment Increase Effective Date, the Applicable Borrowers shall prepay on a nonratable basis any Revolving Loans outstanding on such date (and pay any additional amounts required pursuant to Section 2.16), and/or borrow on a nonratable basis from each Lender which is providing a new Commitment as part of such increase on such date, such that, after giving effect thereto, all outstanding Revolving Loans shall be held by the Lenders in accordance with their respective revised Applicable Percentages arising as a result of any nonratable increase in the Commitments under this Section.

(f) *Conflicting Provisions.* This Section shall supersede any provisions in Section 2.18(c) or Section 10.02 to the contrary.

Section 2.22. *Extension of Maturity Date.* (a) *Requests for Extension.* The Company may, by notice to the Administrative Agent (which shall promptly notify the Lenders) not earlier than 60 days and not later than 30 days prior to each anniversary of the Amendment and Restatement Effective Date (such anniversary date, the "**Extension Date**"), request that each Lender extend such Lender's Maturity Date then in effect (the "**Existing Maturity Date**") for an additional one year.

(b) *Lender Elections to Extend.* Each Lender, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not earlier than the 20th day (or such later date as shall be acceptable to the Company and the Administrative Agent) (the "**Notice Date**") following the date of the Company's notice, advise the Company and the Administrative Agent whether or not such Lender agrees to such extension, and each Lender that determines not to so extend its Maturity Date (a "**Non-Extending Lender**") shall notify the Company and the Administrative Agent of such fact promptly after such determination (but in any event no later than the Notice Date) and any Lender that does not so advise the Administrative Agent on or before the Notice Date shall be deemed to be a Non Extending Lender. Notwithstanding anything herein to the contrary, no Lender shall have any obligation to agree to extend such Lender's Maturity Date and any election to do so shall be in the sole discretion of each Lender, and the election of any Lender to agree to such extension shall not obligate any other Lender to so agree.

(c) *Additional Commitment Lenders.* The Company shall have the right to replace each Non Extending Lender at any time with, and add as "**Lenders**" under this Agreement in place thereof, one or more Persons that are Eligible Assignees and/or one or more existing Lenders (each, an "**Additional Commitment Lender**"); *provided* that each of such Additional Commitment Lenders shall enter into an Assignment and Assumption or a joinder or other agreement, in form and substance reasonably satisfactory to the Administrative Agent, as applicable, pursuant to which such Additional Commitment Lender shall, effective as of the Extension Date, undertake a Commitment (and, if any such Additional Commitment Lender is already a Lender, its Commitment shall be in addition to such Lender's Commitment hereunder on such date). Notwithstanding anything herein to the contrary, each Lender (including each Eligible Assignee that shall become an Additional Commitment Lender) undertaking such a Commitment shall be subject to the consent of the Administrative Agent and each Issuing Bank to the extent consent would be required under the terms of Section 10.04(b) in connection with an assignment to such Lender or Eligible Assignee (which consents shall not be unreasonably withheld).

(d) *Minimum Extension Requirement.* If (and only if) the total of the Commitments of the Lenders that have agreed so to extend their Existing Maturity Date (each, an “**Extending Lender**”) and the additional Commitments of the Additional Commitment Lenders shall be more than 50% of the aggregate amount of the Commitments in effect immediately prior to the Extension Date, then, effective as of the Extension Date, the Maturity Date of each Extending Lender and of each Additional Commitment Lender shall be extended to the date falling one year after the Existing Maturity Date (except that, if such date is not a Business Day, such Maturity Date as so extended shall be the next preceding Business Day) and each Additional Commitment Lender (if it is not already a Lender) shall thereupon become a “Lender” for all purposes of this Agreement.

(e) *Conditions to Effectiveness of Extensions.* As a condition precedent to such extension, the Administrative Agent shall have received (i) a certificate of each Borrower dated as of the Extension Date signed by a Responsible Officer of such Borrower (A) certifying and attaching the resolutions adopted by such Borrower approving or consenting to such extension and (B) in the case of the Company, certifying that, before and after giving effect to such extension, (x) the representations and warranties of the Loan Parties in this Agreement and the other Loan Documents are true and correct on and as of the Extension Date as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date), and except that, for purposes of this Section, the representations and warranties contained in Section 3.04(a) shall be deemed to refer to the most recent statements furnished pursuant to Section 5.01(a) or Section 5.01(b), as applicable, and (y) no Default shall have occurred and be continuing; and (ii) a joinder or other agreement referred to in paragraph (c) of this Section from each Additional Commitment Lender pursuant to which such Lender shall, effective as of the Extension Date, undertake a Commitment, executed by each such Lender and the Company (which shall be acknowledged by the Administrative Agent). On each Extension Date (or any other date thereafter on which a Non-Extending Lender shall be replaced pursuant to paragraph (c) of this Section), the Applicable Borrowers shall prepay on a nonratable basis any Revolving Loans outstanding on such date (and pay any additional amounts required pursuant to Section 2.16), and/or borrow on a nonratable basis from each Additional Commitment Lender which is providing a new Commitment on such date, such that, after giving effect thereto, all outstanding Revolving Loans shall be held by the Lenders in accordance with their respective revised Applicable Percentages.

(f) Notwithstanding anything herein to the contrary, with respect to the Commitment of any Lender that has not agreed to extend its Existing Maturity Date, the Maturity Date shall remain unchanged.

(g) *Conflicting Provisions.* This Section shall supersede any provisions in Section 2.18(c) or Section 10.02 to the contrary.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES

The Company and (with respect only to Sections 3.01, 3.02, 3.03 and 3.14) each Subsidiary Borrower represents and warrants to the Lenders that:

Section 3.01. *Corporate Existence; Powers.* Each of the Company and its Significant Subsidiaries and each other Loan Party is duly organized, validly existing and in good standing (to the extent such concept is recognized in such jurisdiction) under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted



and, except where the failure to do so, individually or in the aggregate, would not result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

Section 3.02. *Corporate Action; Enforceability.* The Transactions are within each Loan Party's corporate powers and have been duly authorized by all necessary corporate and, if required, stockholder action. This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party party hereto and constitutes a legal, valid and binding obligation of the respective Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.03. *Governmental Approvals; No Conflicts.* The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Company or any of its Subsidiaries or any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Company or any of its Subsidiaries or its assets, or give rise to a right thereunder to require any payment to be made by the Company or any of its Subsidiaries, and (d) will not result in the creation or imposition of any Lien (other than a Lien otherwise permitted hereunder) on any asset of the Company or any of its Subsidiaries.

Section 3.04. *Financial Condition; No Material Adverse Change.*

(a) *Financial Condition.* The Company has heretofore furnished to the Lenders its consolidated balance sheet and statements of operations, stockholders equity and cash flows (i) as of and for the fiscal year ended December 31, 2014, reported on by Ernst & Young LLP, independent public accountants, and (ii) as of and for the fiscal quarter and the portion of the fiscal year ended September 30, 2015 certified by its chief financial officer. Such financial statements present fairly the financial position and results of operations and cash flows of the Company and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) *No Material Adverse Change.* Since December 31, 2014, there has been no material adverse change in the business, assets, operations or condition, financial or otherwise, of the Company and its Subsidiaries, taken as a whole.

Section 3.05. *Litigation and Environmental Matters.*

(a) *Actions, Suits and Proceedings.* There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Company, threatened in writing against or affecting the Company or any of its Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve this Agreement or the Transactions.

(b) *Environmental Matters.* Except with respect to any matters that, individually or in the aggregate, would not result in a Material Adverse Effect, neither the Company nor any of its

Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) to the knowledge of the Company, has become subject to any Environmental Liability or (iii) has received written notice of any claim with respect to any Environmental Liability.

Section 3.06. *Compliance with Laws and Agreements.* Each of the Company and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, would not result in a Material Adverse Effect. No Default has occurred and is continuing.

Section 3.07. *Investment Company Status.* Neither the Company nor any of its Subsidiaries is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940.

Section 3.08. *Taxes.* Each of the Company and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Company or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

Section 3.09. *ERISA.* No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.10. *Disclosure.* The Company has disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of the Company to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided that*, with respect to projected financial information, the Company represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

Section 3.11. *Use of Credit.* Neither the Company nor any of its Subsidiaries is engaged, nor will it or any of them engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Federal Reserve Board, including Regulations T, U and X.

Section 3.12. *Existing Agreements.* Schedule 3.12 hereto is a complete and correct list, as of the date hereof, of each credit agreement, loan agreement, indenture, note purchase agreement, Guarantee or other arrangement (other than a letter of credit) providing for or otherwise relating to any extension of credit (or commitment for any extension of credit) to, or Guarantee by, the Company or any of its Subsidiaries, the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) \$50,000,000 and the aggregate principal or face amount outstanding or which may become outstanding under each such arrangement is correctly described (as of December 31, 2015) in said Schedule 3.12.

Section 3.13. *Subsidiaries*. As of the date hereof, each of the Company and its Subsidiaries owns, free and clear of Liens, and has the unencumbered right to vote all of its Equity Interests in, each Subsidiary held by it and all of the issued and outstanding Equity Interests of each such Subsidiary is validly issued, fully paid and nonassessable. Schedule 3.13 hereto is a complete and correct list, as of the date hereof, of all Significant Subsidiaries of the Company.

Section 3.14. *Subsidiary Borrower Approvals*. No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority that have not been obtained by the time any Subsidiary of the Company becomes a Subsidiary Borrower are necessary for the execution, delivery or performance by such Subsidiary Borrower of the Subsidiary Borrower Joinder Agreement or any other Loan Documents to which it is party or for the validity or enforceability of any thereof or for the borrowing by such Subsidiary Borrower hereunder.

Section 3.15. *Anti-Corruption Laws and Sanctions*. The Company has implemented and maintains in effect policies and procedures designed to promote and achieve compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with the Patriot Act, Anti-Corruption Laws and applicable Sanctions. The Company, its Subsidiaries and their respective officers, directors and employees and, to the knowledge of the Company, its and its Subsidiaries' respective agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Company, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Company, any agent of the Company or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Transaction contemplated by this Agreement will violate the Patriot Act, Anti-Corruption Laws or applicable Sanctions.

#### ARTICLE 4 CONDITIONS

Section 4.01. *Amendment and Restatement Effective Date*. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 10.02):

(a) *Executed Counterparts*. The Administrative Agent (or its counsel) shall have received from each party hereto (including any Person required to become a Guarantor on the Amendment and Restatement Effective Date) either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(b) *Opinions of Counsel to the Loan Parties*. The Administrative Agent shall have received a favorable written opinion in a form reasonably satisfactory to the Administrative Agent (addressed to the Administrative Agent and the Lenders and dated the Amendment and Restatement Effective Date) of (i) Jones Day, counsel for the Loan Parties (including any Person required to become a Guarantor on the Amendment and Restatement Effective Date) and (ii) the General Counsel of each such Loan Party, in each case in form and substance satisfactory to the Administrative Agent (and such Loan Parties hereby request such counsel to deliver such opinions).

(c) *Corporate Documents.* The Administrative Agent shall have received such certificates of resolutions or other action and incumbency certificates of Responsible Officers of each Loan Party (including any Person required to become a Guarantor on the Amendment and Restatement Effective Date) as the Administrative Agent may require evidencing the authorization of this Agreement and the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents, copies of the organizational documents of each of the Loan Parties certified by a Responsible Officer of each such Loan Party as being true and complete, and certificates as of a recent date of the good standing of each Loan Party under the laws of its jurisdictions of organization, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(d) *Certain Conditions; Officer's Certificate.* As of the Amendment and Restatement Effective Date, the conditions set forth in paragraphs (a) and (b) of Section 4.02 (excluding, however, the first parenthetical clause in such paragraph (a)) shall be satisfied; and the Administrative Agent shall have received a certificate, dated the Amendment and Restatement Effective Date and signed by a Responsible Officer of the Company, confirming compliance with such conditions.

(e) *Payment of Fees, Etc.* The Administrative Agent, the Lenders and the Lead Arrangers shall have received (i) all fees and other amounts due and payable by the Company under the Existing Credit Agreement and (ii) all fees and other amounts due and payable by the Company in connection herewith on or prior to the Amendment and Restatement Effective Date, in each case including, to the extent invoiced at least three Business Days prior to the Amendment and Restatement Effective Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Company under the Existing Credit Agreement or this Agreement, as the case may be.

(f) *Financial Statements.* The Administrative Agent and the Lenders shall have received the most recent financial statements, certificates, reports, notices and other information required to be delivered pursuant to Section 5.01 of the Existing Credit Agreement, subject to the terms thereof.

(g) *Patriot Act, Etc.* To the extent requested by the Administrative Agent or any Lender at least ten Business Days prior to the Amendment and Restatement Effective Date, the Administrative Agent or such Lender, as the case may be, shall have received, at least three Business Days prior to the Amendment and Restatement Effective Date, all documentation and other information required by regulatory authorities under the Patriot Act and other applicable "know your customer" and anti-money laundering rules and regulations.

The Administrative Agent shall notify the Company and the Lenders of the Amendment and Restatement Effective Date, and such notice shall be conclusive and binding.

Section 4.02. *Each Credit Event.* The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of any Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) *Representations and Warranties.* The representations and warranties of the Loan Parties set forth in this Agreement (other than, at any time after the Amendment and Restatement Effective Date, Sections 3.04(b) and 3.05(a)) and the other Loan Documents shall be true and correct in all material respects (except in the case of such representations and warranties that are qualified by materiality, which shall be true and correct in all respects) on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable (or, if any such representation or warranty is expressly stated to have been made as of an earlier date, as of such earlier date).

(b) *Defaults.* At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

Each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Loan Parties on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

## ARTICLE 5 AFFIRMATIVE COVENANTS

Until the Commitments have expired or been terminated and all Obligations have been paid in full and all Letters of Credit have expired or terminated (in each case, without any pending draw thereunder), the Company covenants and agrees with the Lenders and the Issuing Banks that:

Section 5.01. *Financial Statements; Ratings Change and Other Information.* The Company will furnish to the Administrative Agent, each Lender and each Issuing Bank:

(a) within 90 days after the end of each fiscal year of the Company, its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification, commentary or exception arising out of the scope of the audit, and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Company, its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer of the Company as presenting fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (except with respect to subclause (iv) below) clause (b) above, a certificate of a Financial Officer of the

Company (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Sections 6.06 and 6.07, (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate and (iv) listing all Significant Subsidiaries as of the end of the relevant fiscal year;

(d) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any Event of Default under Sections 6.06 and 6.07 (which certificate may be limited to the extent required by accounting rules or guidelines);

(e) promptly after the same become publicly available, copies of all periodic reports (including reports on Form 8-K), proxy statements and other non-routine filings, reports or statements filed by the Company or any Subsidiary with the SEC or any Governmental Authority succeeding to any or all of the functions of the SEC, or distributed by the Company to its shareholders generally, or any non-routine reports, statements or filings made with any national securities exchange;

(f) promptly after any Rating Agency shall have announced a change in the rating established or deemed to have been established for the Index Debt, written notice of such rating change; and

(g) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Company or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender may reasonably request.

Notwithstanding the foregoing, the Company's obligations to deliver documents or information required under any of clauses (a), (b) and (e) above shall be deemed to be satisfied upon the relevant documents or information being publicly available on the Company's website or other publicly available electronic medium (such as EDGAR) within the time period required by such clause and thereafter being continuously so available.

Section 5.02. *Notices of Material Events.* The Company will furnish to the Administrative Agent, each Lender and each Issuing Bank prompt written notice of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Company or any Affiliate thereof that could reasonably be expected to result liability of the Company and its Subsidiaries in an amount exceeding \$75,000,000;

(c) to the knowledge of the Company, the occurrence of any ERISA Event that could reasonably be expected to result in liability of the Company and its Subsidiaries in an amount exceeding \$75,000,000; and

(d) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Responsible Officer of the Company setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.03. *Existence; Conduct of Business.* The Company will, and will cause each of its Significant Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business; *provided* that the foregoing shall not prohibit any merger, consolidation, transaction, liquidation or dissolution permitted under Section 6.04.

Section 5.04. *Payment of Obligations.* The Company will, and will cause each of its Significant Subsidiaries to, pay its obligations, including Tax liabilities, that, if not paid, could reasonably be expected to result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Company, such Subsidiary or such other Borrower has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

Section 5.05. *Maintenance of Properties; Insurance.*

(a) The Company will, and will cause each of its Significant Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

(b) The Company will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

Section 5.06. *Books and Records; Inspection Rights.* The Company will, and will cause each of its Significant Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all material dealings and transactions in relation to its business and activities. The Company will, and will cause each of its Significant Subsidiaries to, permit any representatives designated by the Administrative Agent, any Lender or any Issuing Bank, upon reasonable prior written notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested.

Section 5.07. *Compliance with Laws.* The Company will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Company will maintain in effect and enforce policies and procedures designed to promote and achieve compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 5.08. *Use of Proceeds and Letters of Credit.* The proceeds of the Loans, and the Letters of Credit issued hereunder, will be used only for general corporate purposes of the Company and its Subsidiaries (including, without limitation, acquisitions), each of which uses shall be in compliance with all applicable law and regulatory requirements (including that no part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Federal Reserve Board, including Regulations T, U and X). Following the application of the proceeds of each Loan or drawing under each Letter of Credit, not more than 25% of the value of the assets either of the Company only or of Company and its Subsidiaries on a consolidated basis will be Margin Stock.

Section 5.09. *Accuracy of Information.* The Company will ensure that any information, including financial statements or other documents, furnished to the Administrative Agent, the Lenders or the Issuing Banks in connection with this Agreement or any amendment or modification hereof or waiver hereunder contains no material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 5.10. *Guarantors.* (a) On the Amendment and Restatement Effective Date, the Company shall cause each of its Subsidiaries (other than Excluded Foreign Subsidiaries) that is or is required as of such date to be a borrower, issuer or guarantor in respect of any of the Existing Notes, the Notes, the Term Loan Facility, the Bridge Facility or any other senior Indebtedness for borrowed money of the Company to become a Guarantor hereunder by delivering an executed counterpart of this Agreement.

(b) Subject to paragraph (a) above, if, at any time following the Amendment and Restatement Effective Date, any Subsidiary of the Company (other than an Excluded Foreign Subsidiary) either becomes or becomes required to be a borrower, issuer or guarantor in respect of any of the Existing Notes, the Notes, the Term Loan Facility, the Bridge Facility, any other senior Indebtedness for borrowed money of the Company, any Surviving Jarden Senior Notes, any Jarden Convertible Notes (in each case to the extent then outstanding) or any other Indebtedness for borrowed money of Jarden or its subsidiaries in a principal amount in excess of \$125,000,000, then in each case the Company shall cause such Person to become a Guarantor hereunder by delivering an executed counterpart of a Guarantor Joinder Agreement or comparable guaranty documentation reasonably satisfactory to the Administrative Agent within ten (10) Business Days following such occurrence (or such longer time period agreed to by the Administrative Agent in its reasonable discretion) (it being understood that such Guarantor Joinder Agreement or comparable guaranty documentation shall be accompanied by documentation with respect thereto substantially consistent with the documentation delivered pursuant to Section 4.01(c)). If requested by the Administrative Agent, the Administrative Agent shall receive an opinion or opinions of counsel (which may be from in-house counsel, provided that such opinion is in respect of New York law) for the Company in form and substance reasonably satisfactory to the Administrative Agent in respect of matters reasonably requested by the Administrative Agent relating to any such Guarantor Joinder Agreement or comparable guaranty documentation delivered pursuant to this Section 5.10, dated as of the date of such Guarantor Joinder Agreement or comparable guaranty documentation.

Section 5.11. *Change of Control Consent; Change of Control Offer.* To the extent that any series of Surviving Jarden Senior Notes has not been repaid, discharged or redeemed on or prior to the Jarden Acquisition Closing Date, either the Change of Control Consent or the Change of Control Offer shall have been commenced with respect to such series of Surviving Jarden Senior Notes no later than five days following the Jarden Acquisition Closing Date.



ARTICLE 6  
NEGATIVE COVENANTS

Until the Commitments have expired or terminated and all Obligations have been paid in full and all Letters of Credit have expired or terminated (in each case, without any pending draw thereunder), the Company covenants and agrees with the Lenders and the Issuing Banks that:

Section 6.01. *Letter of Credit Obligations.* The Company will not, and will not permit any of its Subsidiaries to, incur, assume or suffer to exist any Indebtedness or other obligations in respect of standby and performance letters of credit (other than Letters of Credit issued or deemed to be issued hereunder) in an aggregate amount exceeding 5% of Total Consolidated Assets at any time outstanding.

Section 6.02. *Subsidiary Indebtedness.* The Company will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness created hereunder;

(b) Indebtedness existing on the date hereof and, in the case of such any Indebtedness exceeding \$50,000,000, set forth in Schedule 6.02 (including any Indebtedness incurred after the date hereof under any instrument or agreement in effect on the date hereof and set forth in such schedule), including any extensions, renewals or replacements of any such Indebtedness that do not increase the outstanding principal amount thereof;

(c) Indebtedness of any Subsidiary owing to the Company or any other Subsidiary (including Guarantees by any Subsidiary in respect of Indebtedness of the Company or any other Subsidiary);

(d) Indebtedness of any Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof; *provided* that (i) such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this clause (d) shall not exceed 5% of Total Consolidated Assets at any time outstanding;

(e) Indebtedness (other than pursuant to the Jarden Receivables Facility) of any Person that becomes a Subsidiary after the date hereof; *provided* that such Indebtedness exists at the time such Person becomes a Subsidiary and is not created in contemplation of or in connection with such Person becoming a Subsidiary;

(f) a Permitted Securitization (including, for the avoidance of doubt, the Jarden Receivables Facility) in an aggregate amount outstanding not to exceed, together with the aggregate amount outstanding under any Permitted Securitizations permitted pursuant to clause (b) above, (x) \$1,000,000,000 *plus* (y) additional amounts to the extent permitted under clause (g) below;

(g) other Indebtedness of Subsidiaries in an aggregate principal amount not to exceed, together with any amounts incurred in reliance on clause (f)(y) above, 15% of Total Consolidated Assets at any time outstanding;

(h) Indebtedness under the Notes;

(i) Indebtedness under the Term Loan Facility;

(j) Indebtedness under the Surviving Jarden Senior Notes; and

(k) Indebtedness under the Jarden Convertible Notes.

Section 6.03. *Liens*. The Company will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Permitted Encumbrances;

(b) any Lien on any property or asset of the Company or any Subsidiary existing on the date hereof and set forth in Schedule 6.03(b); *provided that* (i) such Lien shall not apply to any other property or asset of the Company or any Subsidiary and (ii) such Lien shall secure only those obligations which it secures on the date hereof;

(c) any Lien existing on any property or asset prior to the acquisition thereof by the Company or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; *provided that* (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Company or any Subsidiary and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be;

(d) Liens on fixed or capital assets acquired, constructed or improved by the Company or any Subsidiary; *provided that* (i) such security interests secure Indebtedness permitted by clause (d) of Section 6.02, (ii) such security interests and the Indebtedness secured thereby are incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed 100% of the cost of acquiring, constructing or improving such fixed or capital assets and (iv) such security interests shall not apply to any other property or assets of the Company or any Subsidiary;

(e) Liens arising in connection with any Permitted Securitization and any amendment, renewal, increase or extension thereof; *provided that* such Liens shall only apply to the receivables of the Company or any Subsidiary, as applicable, subject to the Permitted Securitization and any assets related thereto, as applicable;

(f) Liens securing obligations of (i) any Subsidiary to the Company, (ii) any Loan Party to another Loan Party or (iii) without limiting the Liens permitted under subclause (ii) of this clause (f), any Subsidiary to another Subsidiary so long as the obligations secured by the Liens permitted by this subclause (iii) do not at any time exceed \$75,000,000 in the aggregate; and

(g) other Liens securing Indebtedness in an aggregate principal amount not exceeding 5% of Total Consolidated Assets at any one time outstanding.

Section 6.04. *Fundamental Changes.*

(a) *Mergers, Consolidations, Sales of Assets, Etc.* The Company will not, and will not permit any Subsidiary or operating divisions to:

(i) merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it;

(ii) sell, transfer, lease or otherwise dispose of (in one transaction or in a series of related transactions) all or substantially all of its assets, or all or substantially all of the stock of any of its Subsidiaries (in each case, whether now owned or hereafter acquired);

(iii) sell, assign or otherwise dispose of any Equity Interests of any such Subsidiary, or permit any such Subsidiary to issue any Equity Interests, to any Person other than the Company or any of its Wholly-Owned Subsidiaries if, after giving effect thereto, the Company does not own, directly or indirectly, a majority of the Equity Interests of such Subsidiary ("**Controlling Stock Disposition**"); or

(iv) liquidate or dissolve;

*provided* that, so long as both before and after giving effect thereto, no Default shall have occurred and be continuing:

(A) any Person may merge into the Company in a transaction in which the Company is the surviving corporation;

(B) any Person (other than the Company) may merge into any Subsidiary, and any Subsidiary may merge into any other Person (other than the Company), in each case in a transaction in which the surviving entity is a Subsidiary;

(C) any Subsidiary or operating divisions may sell, transfer, lease or otherwise dispose of its assets to the Company, to another Subsidiary or operating division of the Company or any Subsidiary (or to any Person that becomes, as part of such transfer, a Subsidiary or an operating division of the Company or any Subsidiary);

(D) any Subsidiary may liquidate or dissolve if the Company determines in good faith that such liquidation or dissolution is in the best interests of the Company and is not materially disadvantageous to the Lenders; and

(E) the Company or any Subsidiary or operating division may sell, transfer, lease or otherwise dispose of its assets (including the Controlling Stock Dispositions) and any Subsidiary may become a party to a merger or consolidation (each such sale, transfer, lease, disposition, merger or consolidation under this clause (E), a "**Disposition**") so long as the aggregate

book value of such assets, together with the aggregate book value of all other Dispositions during any Disposition Period, would not exceed an amount equal to 15% of the Total Consolidated Assets determined on a Pro Forma Basis as of the last day of the most recently completed fiscal year for which a consolidated balance sheet of the Company has been furnished to the Lenders pursuant to Section 3.04(a) or Section 5.01(a), as applicable.

(b) *Certain Dispositions*. Notwithstanding anything in clauses (A) through (E) of Section 6.04(a) to the contrary, the Company will not, and will not permit any of its Subsidiaries or operating divisions (whether now owned or existing or hereafter acquired or designated) to, sell, lease, assign, transfer or otherwise dispose of (whether in one transaction or in a series of related transactions) any of its Property (whether now owned or hereafter acquired) if such sale, assignment, lease or other disposition (whether in one transaction or in a series of related transactions) shall have a Material Adverse Effect.

(c) *Lines of Business*. The Company will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than (i) businesses of the type conducted by the Company and its Subsidiaries or Jarden and its subsidiaries, in each case on the Amendment and Restatement Effective Date and any businesses which are the same, similar, ancillary or reasonably related thereto, (ii) any other business directly related to the design, manufacture, distribution and/or sale of consumer, commercial or industrial products and/or services and (iii) any other business so long as all such other businesses comprise in the aggregate less than 5% of the Total Consolidated Assets at any time.

Section 6.05. *Transactions with Affiliates*. The Company will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) at prices and on terms and conditions not less favorable to the Company or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties and (b) transactions between or among the Company and its Subsidiaries not involving any other Affiliate.

Section 6.06. *Total Indebtedness to Total Capital*. The Company shall not permit the ratio of Total Indebtedness to Total Capital (x) as of the last day of each fiscal quarter ending during the period from and including the Jarden Acquisition Closing Date to but excluding the first anniversary of the Jarden Acquisition Closing Date, to be greater than 0.65 to 1.00 or (y) as of the last day of any other fiscal quarter ending on or after the Amendment and Restatement Effective Date, to be greater than 0.60 to 1.00; *provided* in each case that (i) in calculating Total Capital, goodwill impairment charges taken pursuant to the FASB's Accounting Standards Codification 350 (and any predecessor thereof) shall be disregarded to the extent such charges do not exceed (x) \$750,000,000 in the aggregate in the case of such charges incurred on or prior to January 1, 2015 and (y) \$250,000,000 in the aggregate in the case of such charges incurred since January 1, 2015, (ii) in calculating such ratio, quarterly income preferred securities, quarterly income capital securities, monthly income preferred securities or other similar securities will be treated as part of "Total Capital" and not "Total Indebtedness" and (iii) in calculating Total Capital, (a) the component of accumulated other comprehensive income (loss) consisting of foreign currency translation income (loss), (b) the cumulative foreign exchange gains or losses incurred since January 1, 2015, arising due to the appreciation or depreciation of non-Dollar currencies versus Dollars in regards to foreign entities in highly inflationary economies pursuant to the FASB's Accounting Standards Codification 830 and (c) the cumulative gains or losses incurred since January 1, 2015, resulting from the deconsolidation of a foreign entity pursuant to

the FASB's Accounting Standards Codification 810, shall be disregarded to the extent such amounts, in the aggregate (after netting income and gains against losses, and whether representing net aggregate income, gain or loss), do not exceed \$1,000,000,000.

Notwithstanding anything to the contrary set forth herein, until the earlier of (A) the Jarden Acquisition Closing Date and (B) the date on which the Jarden Acquisition Agreement terminates or expires, any Indebtedness incurred by the Company to finance the Jarden Acquisition shall be disregarded for the purpose of determining compliance with this Section 6.06 to the extent that, and so long as, the cash proceeds of such Indebtedness are either held in escrow on customary terms or are held by the Company as unrestricted cash or cash equivalents.

Section 6.07. *Interest Coverage Ratio.* The Company shall not permit the Interest Coverage Ratio as at the last day of any fiscal quarter to be less than 4.00 to 1.00.

Notwithstanding anything to the contrary set forth herein, until the earlier of (A) the Jarden Acquisition Closing Date and (B) the date on which the Jarden Acquisition Agreement terminates or expires, any Indebtedness incurred by the Company to finance the Jarden Acquisition shall be disregarded for the purpose of determining compliance with this Section 6.07 to the extent that, and so long as, the cash proceeds of such Indebtedness are either held in escrow on customary terms or are held by the Company as unrestricted cash or cash equivalents.

Section 6.08. *Changes in Fiscal Periods.* The Company will not permit the last day of its fiscal year to end on a day other than December 31 or change the Company's method of determining its fiscal quarters.

Section 6.09. *Use of Proceeds.* Each Applicable Borrower will not request any Borrowing or Letter of Credit, and each Applicable Borrower shall not use, and shall require that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

## ARTICLE 7 GUARANTEE

Section 7.01. *Guarantee.* Each Guarantor hereby guarantees to each Lender, each Issuing Bank and the Administrative Agent and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) of the Obligations of each Borrower strictly in accordance with the terms thereof (such obligations being herein collectively called the "**Guaranteed Obligations**"). Each Guarantor hereby further agrees that if any Borrower shall fail to pay in full when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) any of the Guaranteed Obligations, such Guarantor will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 7.02. *Obligations Unconditional.* The obligations of each Guarantor under Section 7.01 are absolute and unconditional irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable law, irrespective of any law of any jurisdiction or any other event affecting any term of any Guaranteed Obligation or any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Article that the obligations of each Guarantor hereunder shall be absolute and unconditional under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor hereunder, which shall remain absolute and unconditional as described above:

(a) at any time or from time to time, without notice to such Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement, the other Loan Documents or any other agreement or instrument referred to herein shall be done or omitted; or

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with.

Each Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent, any Issuing Bank or any Lender exhaust any right, power or remedy or proceed against any Borrower under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein, or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations.

Section 7.03. *Reinstatement.* The obligations of each Guarantor under this Article shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Borrower in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and each Guarantor agrees that it will indemnify the Administrative Agent, each Issuing Bank and each Lender and on demand for all reasonable costs and expenses (including, without limitation, fees of counsel) incurred by the Administrative Agent, such Issuing Bank and such Lender in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any Debtor Relief Law.

Section 7.04. *Subrogation.* Each Guarantor hereby agrees that, until the payment and satisfaction in full of all Guaranteed Obligations, the expiration and termination of the Commitments of the Lenders under this Agreement, payment and satisfaction in full of all Obligations and expiration or termination of all Letters of Credit (in each case, without any

pending draw thereunder), it shall not exercise any right or remedy arising by reason of any performance by it of the Guarantee in Section 7.01, whether by subrogation or otherwise, against any Borrower or any other guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations

Section 7.05. *Remedies*. Each Guarantor agrees that, as between such Guarantor on the one hand and the Lenders, the Issuing Banks and the Administrative Agent on the other hand, the obligations of any Borrower under this Agreement may be declared to be forthwith due and payable as provided in Article 8 (and shall be deemed to have become automatically due and payable in the circumstances provided in Article 8) for purposes of Section 7.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against such Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by such Borrower) shall forthwith become due and payable by such Guarantor for purposes of Section 7.01.

Section 7.06. *Instrument for the Payment of Money*. Each Guarantor hereby acknowledges that the Guarantee in Section 7.01 constitutes an instrument for the payment of money, and consents and agrees that the Administrative Agent, any Issuing Bank, in each case at its sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to bring a motion/action under New York CPLR Section 3213.

Section 7.07. *Continuing Guarantee*. The Guarantee in this Article 7 is a continuing guarantee and shall apply to all Guaranteed Obligations whenever arising.

Section 7.08. *General Limitation on Guarantee Obligations*. In any action or proceeding involving any state corporate, limited partnership or limited liability company law, or any applicable Debtor Relief Law, if the obligations of any Guarantor (other than the Company) under Section 7.01 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 7.01, then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by such Guarantor, any other Loan Party or any other Person, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

## ARTICLE 8 EVENTS OF DEFAULT

If any of the following events (“**Events of Default**”) shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five days;

(c) any representation or warranty made or deemed made by or on behalf of the Loan Parties herein or in any other Loan Document, any amendment or modification hereof or thereof or waiver hereunder or thereunder or, to the extent in writing, in connection herewith or therewith, or in any report, certificate, financial statement or other document furnished pursuant hereto or to any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been false or misleading when made or deemed made in any material respect;

(d) the Company shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.02(b), 5.02(c), 5.03 (solely with respect to any Loan Party's existence) or 5.08 or in Article 6;

(e) the Company or any other Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a), (b) or (d) of this Article), and such failure shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent to the Company (which notice will be given at the request of any Lender);

(f) the Company or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable (beyond any applicable grace period expressly set forth in the governing documents);

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that, after giving effect to any applicable grace or cure period, enables or permits the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; *provided* that this clause (g) shall not apply to (x) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness or (y) any Change of Control Offer in connection with the Jarden Acquisition that is conducted in accordance with the terms of the applicable indentures governing the Surviving Jarden Senior Notes;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Company or any Significant Subsidiary or its debts, or of a substantial part of its assets, under any Debtor Relief Law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or any Significant Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Company or any Significant Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Debtor Relief Law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or any Significant Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;



(j) the Company or any Significant Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) one or more judgments for the payment of money in an aggregate amount in excess of \$125,000,000 (excluding amounts covered by insurance to the extent the relevant independent third-party insurer has not denied coverage therefor) shall be rendered against the Company, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Company or any Subsidiary to enforce any such judgment;

(l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, would result in a Material Adverse Effect;

(m) a Change in Control shall occur; or

(n) except as permitted pursuant to Section 10.18, the guarantee of the Guarantor under Article 7 shall for whatever reason be terminated or cease to be in full force and effect, or the validity or enforceability thereof shall be contested by the Company;

then, and in every such event (other than an event with respect to the Company described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Company, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, (iii) require that the Borrowers Cash Collateralize the LC Exposure as provided in Section 2.06(j) and (iv) exercise on behalf of itself, the Lenders and the Issuing Banks all rights and remedies available to it, the Lenders and the Issuing Banks under this Agreement and the other Loan Documents and/or applicable law, in each case, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers; and in case of any event with respect to the Company described in clause (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Obligations of the Borrowers accrued hereunder, shall automatically become due and payable, and the obligation of the Borrowers to Cash Collateralize the LC Exposure as provided in clause (iii) above shall automatically become effective, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers.

#### ARTICLE 9 THE ADMINISTRATIVE AGENT

Each of the Lenders and the Issuing Banks hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Company or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.02), and (c) except as expressly set forth herein, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any of its Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.02) or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Company or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders, the Issuing Banks and the Company. Upon any such resignation, the Required Lenders shall have the right, with the consent of the Company (such consent not to be unreasonably withheld or delayed), to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 10.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender acknowledges and agrees that the extensions of credit made hereunder are commercial loans and letters of credit and not investments in a business enterprise or securities. Each Lender further represents that it is engaged in making, acquiring or holding commercial loans in the ordinary course of its business and has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder. Each Lender shall, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Company and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder and in deciding whether or to the extent to which it will continue as a lender or assign or otherwise transfer its rights, interests and obligations hereunder.

Notwithstanding anything herein to the contrary the Lead Arrangers and the Syndication Agents and the Documentation Agents named on the cover page of this Agreement shall not have any duties or liabilities under this Agreement, except in their capacity, if any, as Lenders.

ARTICLE 10  
MISCELLANEOUS

Section 10.01. *Notices.*

(a) *Notices Generally.* Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) of this Section), all notices and other communications provided for herein shall be in writing and shall be delivered

by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to the Company or any other Loan Party, to Newell Rubbermaid Inc., 3 Glenlake Parkway, Atlanta, Georgia 30328, Attention: General Counsel (Telephone No. (770) 418-7710; Telecopy No. (770) 407-3981);

(ii) if to the Administrative Agent, to JPMorgan Chase Bank, N.A., 500 Stanton Christiana Rd, 3<sup>rd</sup> Floor, Newark, DE 19713-2107, Attention of JPM Loan & Agency Services Group (Telephone No. (302) 634-8822; Facsimile No. (302) 634-4733); Email: 12012443577@tls.ldsprod.com, with a copy to JPMorgan Chase Bank, N.A., 383 Madison Avenue, New York 10179, Attention of Gene R. Riego de Dios (Telephone No. (212) 270-2348 Facsimile No. (212) -270-5100); and, if such notice or other communication relates to borrowings of, or payments or prepayments of, or the duration of Interest Periods for, Loans denominated in Foreign Currencies or to Letters of Credit denominated in Foreign Currencies, also to J.P. Morgan Europe Limited, 25 Bank Street, Canary Wharf, Floor 6, London E145JP United Kingdom, Attention of Loans Agency Facsimile No. (44) 207-777-2360);

(iii) if to JPMCB as an Issuing Bank, to JPMorgan Chase Bank, N.A., 10420 Highland Manor Dr., 4th Floor, Tampa, FL 33610, Attention of Standby LC Unit (Telephone No. (800) 634-1969; Facsimile No. (856) 294-5267; Email: gts.ib.standby@jpmchase.com) with a copy to JPMorgan Chase Bank, N.A., 383 Madison Avenue, New York 10179, Attention of Gene R. Riego de Dios (Telephone No. (212) 270-2348 Facsimile No. (212) -270-5100); and

(iv) if to any other Lender or Issuing Bank, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

(b) *Electronic Communications.* Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices pursuant to Article 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Company may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(c) *Change of Address, Etc.* Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

#### Section 10.02. *Waivers; Amendments.*

(a) *No Deemed Waivers; Remedies Cumulative.* No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder

are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) *Amendments.* Except as otherwise provided in this Agreement, neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Loan Parties and the Required Lenders or by the Loan Parties and the Administrative Agent with the consent of the Required Lenders; *provided* that no such agreement shall:

(i) increase the Commitment of any Lender without the written consent of such Lender;

(ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender affected thereby;

(iii) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby;

(iv) change Section 2.18(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender affected thereby;

(v) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(vi) except as permitted pursuant to Section 10.18, release the Company from its guarantee obligations under Article 7, without the written consent of each Lender; or

(vii) except as permitted pursuant to Section 10.18, release all or substantially all of the value of the Guarantees made by the Guarantors in respect of the Guaranteed Obligations without the written consent of each Lender.

*provided further* that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank hereunder without the prior written consent of the Administrative Agent or such Issuing Bank, as the case may be (and in no event shall any such agreement amend, modify or waive any provision of Section 2.20 without the prior written consent of the Administrative Agent and each Issuing Bank).

Notwithstanding anything to the contrary herein, the Administrative Agent may, with the consent of the Company only, amend, modify or supplement this Agreement or any of the other Loan Documents to (x) cure any ambiguity, omission, mistake, defect or inconsistency so long as, in each case, the Lenders (and, if such amendment, modification or supplement would amend, modify or otherwise affect the rights or duties of any Issuing Bank hereunder, each applicable Issuing Bank) shall have received at least five (5) Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five (5) Business Days of the date of such notice to the Lenders (and to each applicable Issuing Bank, as the case may be), a written notice from the Required Lenders (or, if such amendment, modification or supplement would amend, modify or otherwise affect the rights or duties of any Issuing Bank hereunder, from such Issuing Bank) stating that the Required Lenders (or such Issuing Bank, as the case may be) object to such amendment and (y) to add provisions reasonably deemed necessary or desirable by the Administrative Agent in connection with statutory or other applicable law of any relevant jurisdiction in connection with the designation of any Subsidiary Borrowers after the Amendment and Restatement Effective Date.

*Section 10.03. Expenses; Indemnity; Damage Waiver.*

(a) *Costs and Expenses.* The Company shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions hereof (whether or not the Transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by any Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, any Issuing Bank or any Lender, in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) *Indemnification by Company.* The Company shall indemnify the Administrative Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Company or any of its Subsidiaries, or any Environmental Liability related in any way to the Company or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto and whether or not any such claim, litigation,

investigation or proceeding is brought by the Company, its Affiliates or any other Person; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. This paragraph (b) shall not apply with respect to Taxes other than any Taxes that represent claims, losses or damages arising from any non-Tax claim.

(c) *Indemnification by Lenders.* To the extent that the Company fails to pay any amount required to be paid by it to the Administrative Agent or any Issuing Bank under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent or such Issuing Bank, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or any Issuing Bank in its capacity as such.

(d) *Waiver of Consequential Damages, Etc.* To the extent permitted by applicable law, the Loan Parties shall not, and the Company will not permit any of its Subsidiaries to, assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) *Payments.* All amounts due under this Section shall be payable promptly after written demand therefor.

#### Section 10.04. *Successors and Assigns.*

(a) *Assignments Generally.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of an Issuing Bank that issues any Letter of Credit), except that (i) no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender and each Issuing Bank (and any attempted assignment or transfer by any Loan Party without such consent shall be null and void) and (ii) no Lender or Issuing Bank may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of an Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Assignments by Lenders.*

(i) *Assignments Generally.* Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Person) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Company; *provided* that the Company shall be deemed to have consented to an assignment unless it shall have objected thereto by written notice to the Administrative Agent within ten Business Days after having received notice thereof; *provided, further*, that no consent of the Company shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee;

(B) the Administrative Agent; *provided* that no consent of the Administrative Agent shall be required for an assignment of all or any Commitments or Revolving Loans to a Lender with a Commitment immediately prior to such assignment or an Affiliate of a Lender; and

(C) each Issuing Bank.

(ii) *Certain Conditions to Assignments.* Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Company and, the Administrative Agent otherwise consent, *provided* that no such consent of the Company shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, *provided* that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Company, the other Borrowers and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.



For the purposes of this Section 10.04(b), the following terms shall have the following respective meanings:

**“Approved Fund”** means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

**“Ineligible Person”** means (a) a natural person; (b) the Company or any of its Affiliates; (c) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (c); or (d) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof; *provided* that such company, investment vehicle or trust shall not constitute an Ineligible Person if it (i) has not been established for the primary purpose of acquiring any Loans or Commitments, (ii) is managed by a professional advisor, who is not such natural person or a relative thereof, having significant experience in the business of making or purchasing commercial loans and (iii) has assets greater than \$25,000,000 and a significant part of its activities consist of making or purchasing commercial loans and similar extensions of credit in the ordinary course of its business.

(iii) *Effectiveness of Assignments.* Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 10.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) *Maintenance of Register.* The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the **“Register”**). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, any Issuing Bank and any Lender (with respect to its own interests only), at any reasonable time and from time to time upon reasonable prior notice.

(v) *Acceptance of Assignments by Administrative Agent.* Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee’s completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in

paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; *provided* that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.06(d) or (e), 2.07(b), 2.18(d) or 10.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) *Participations.* Any Lender may, without the consent of the Company, any other Loan Party, the Administrative Agent or any Issuing Bank, sell participations to one or more banks or other entities (a “**Participant**”), other than an Ineligible Person, in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided* that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Company, the Administrative Agent, the Issuing Banks and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 10.02(b) that affects such Participant. The Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; *provided* that such Participant (A) agrees to be subject to the provisions of Section 2.19 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Section 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Company’s request and expense, to use reasonable efforts to cooperate with the Company to effectuate the provisions of Section 2.19(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; *provided* that such Participant agrees to be subject to Section 2.18(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the Loans or other obligations under the Loan Documents (the “**Participant Register**”); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant’s interest in any Commitment, Loan, Letter of Credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the

Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) *Certain Pledges.* Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank having jurisdiction over such Lender, and this Section shall not apply to any such pledge or assignment of a security interest; *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 10.05. *Survival.* All covenants, agreements, representations and warranties made by the Borrowers herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 10.03 and Article 9 shall survive and remain in full force and effect regardless of the consummation of the Transactions contemplated hereby, the payment of the Obligations, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

Section 10.06. *Counterparts; Integration; Effectiveness.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.07. *Severability.* Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 10.08. *Right of Setoff*. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Loan Party against any of and all the obligations of such Loan Party now or hereafter existing under this Agreement and the other Loan Documents held by such Lender, irrespective of whether or not such Lender shall have made any demand hereunder or thereunder and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

Section 10.09. *Governing Law; Jurisdiction; Consent to Service of Process*.

(a) *Governing Law*. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) *Submission to Jurisdiction*. Each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, Borough of Manhattan, and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Loan Party or its properties in the courts of any jurisdiction.

(c) *Waiver of Venue*. Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) *Service of Process*. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) *Waiver of Immunity*. To the extent that any Subsidiary Borrower may be or become entitled, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement or any other Loan Document, to claim for itself or its properties or revenues any immunity from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment, execution of a judgment or from any other legal process or remedy relating to its obligations under this Agreement or any other Loan Document, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), such Borrower hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

Section 10.10. *WAIVER OF JURY TRIAL*. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.11. *Headings*. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 10.12. *Confidentiality*. (a) Each of the Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (ii) to the extent requested by any regulatory authority, (iii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (iv) to any other party to this Agreement, (v) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (vi) subject to an agreement containing provisions substantially the same as those of this Section, to (x) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (y) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Company and its Subsidiaries and their obligations, (vii) with the consent of the Company, (viii) on a confidential basis, (x) to any rating agency when required by it or (y) the CUSIP Service Bureau or any similar entity in connection with the issuance or monitoring of CUSIP numbers with respect to the Loans, (ix) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis from a source other than the Company, (x) to market data collectors, similar services providers to the lending industry, and service providers to the Administrative Agent and the Lenders in connection with the administration and management of this Agreement, (xi) to the extent that such information was already in the Administrative Agent's or such Lender's possession or is independently developed by the Administrative Agent or such Lender or (xii) for purposes of establishing a "due diligence" defense. For the purposes of this Section, "**Information**" means all information received from the Company relating to the Company or its business, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Company; *provided* that, in the case of information received from the Company after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(b) EACH LENDER ACKNOWLEDGES THAT INFORMATION FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

(c) ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE COMPANY OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE COMPANY AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

Section 10.13. *No Advisory or Fiduciary Responsibility.* In connection with all aspects of each Transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Company acknowledges and agrees, and acknowledges its Affiliates' understanding, that (a) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Issuing Banks, the Lenders and the Lead Arrangers are arm's-length commercial transactions between the Company and its Affiliates, on the one hand, and the Administrative Agents, the Issuing Banks, the Lenders and the Lead Arrangers, on the other hand, (b) the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate, (c) the Company is capable of evaluating, and understands and accepts, the terms, risks and conditions of the Transactions contemplated hereby and by the other Loan Documents, (d) the Administrative Agent, the Issuing Banks, the Lenders and the Lead Arrangers each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Company or any of its Affiliates, or any other Person, (e) none of the Administrative Agent, the Issuing Banks, the Lenders and the Lead Arrangers has any obligation to the Company or any of its Affiliates with respect to the Transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents and (f) the Administrative Agent, the Issuing Banks, the Lenders and the Lead Arrangers and their respective Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Company and its Affiliates, and none of the Administrative Agent, the Issuing Banks, the Lenders and the Lead Arrangers has any obligation to disclose any of such interests to the Company or its Affiliates. To the fullest extent permitted by law, the Company hereby waives and releases any claims that it may have against the Administrative Agent, the Issuing Banks, the Lenders and the Lead Arrangers with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any Transaction contemplated hereby.

Section 10.14. *Payments Set Aside.* To the extent that any payment by or on behalf of any Loan Party is made to the Administrative Agent, any Issuing Bank or any Lender, or the Administrative Agent, any Issuing Bank or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such Issuing Bank or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each Issuing Bank severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect.

Section 10.15. *USA PATRIOT Act.* Each Lender hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (the "**Patriot Act**"), such Lender may be required to obtain, verify and record information that identifies the Borrowers, which information includes the name and address of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the Patriot Act.

Section 10.16. *Interest Rate Limitation.* Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "**Charges**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

Section 10.17. *Judgment Currency.* This is an international loan transaction in which the specification of Dollars or any Foreign Currency, as the case may be (the "**Specified Currency**"), and payment in New York City or the country of the Specified Currency, as the case may be (the "**Specified Place**"), is of the essence, and the Specified Currency shall be the Currency of account in all events relating to Loans denominated in the Specified Currency. The payment obligations of the Loan Parties under this Agreement shall not be discharged or satisfied by an amount paid in another Currency or in another place, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on conversion to the Specified Currency and transfer to the Specified Place under normal banking procedures does not yield the amount of the Specified Currency at the Specified Place due hereunder. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Specified Currency into another Currency (the "**Second Currency**"), the rate of exchange that shall be applied shall

be the rate at which in accordance with normal banking procedures the Administrative Agent could purchase the Specified Currency with the Second Currency on the Business Day next preceding the day on which such judgment is rendered. The obligations of the Loan Parties in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under any other Loan Document (in this Section called an “**Entitled Person**”) shall, notwithstanding the rate of exchange actually applied in rendering such judgment, be discharged only to the extent that on the Business Day following receipt by such Entitled Person of any sum adjudged to be due hereunder in the Second Currency such Entitled Person may in accordance with normal banking procedures purchase and transfer to the Specified Place the Specified Currency with the amount of the Second Currency so adjudged to be due; and each applicable Loan Party hereby, as a separate obligation and notwithstanding any such judgment, agrees to indemnify such Entitled Person against, and to pay such Entitled Person on demand, in the Specified Currency, the amount (if any) by which the sum originally due to such Entitled Person in the Specified Currency hereunder exceeds the amount of the Specified Currency so purchased and transferred.

Section 10.18. *Release of Guarantors.* If at any time (a) in compliance with the terms and provisions of this Agreement, all or substantially all of the equity interests of any Guarantor (other than the Company) are sold, transferred or otherwise disposed of in a transaction permitted hereunder to a Person other than the Company or its Subsidiaries (so that such Guarantor is no longer a “Subsidiary” at such time), (b) a Guarantor (other than the Company) becomes an Excluded Foreign Subsidiary or (c) a Guarantor (other than the Company) ceases to be (or substantially simultaneously with its release as a Guarantor hereunder will cease to be) a borrower, issuer or guarantor in respect of any of the Existing Notes, the Notes, the Term Loan Facility, the Bridge Facility, any other senior Indebtedness for borrowed money of the Company, the Surviving Jarden Senior Notes, the Jarden Convertible Notes or any other Indebtedness for borrowed money of Jarden and its subsidiaries in a principal amount in excess of \$125,000,000 (so that such Guarantor is a borrower, issuer or guarantor of none of the foregoing Indebtedness at such time), then in each case such Guarantor may, and in the discretion of the Company upon notice in writing to the Administrative Agent specifying the reason for such release shall, be released from its Guarantee in respect of the Guaranteed Obligations and all of its obligations under this Agreement and the other Loan Documents to which it is a party, and thereafter such Person shall no longer constitute a Guarantor under the Loan Documents. At the request of the Company, the Administrative Agent shall, at the Company’s expense, execute such documents as are necessary to acknowledge any such release in accordance with this Section 10.18, so long as the Company shall have provided to the Administrative Agent a certificate, signed by a Responsible Officer of the Company, certifying as to satisfaction of the requirements set forth above and the release of such Guarantor’s Guarantee of the Guaranteed Obligations in compliance with this Agreement.

Section 10.19. *Effect of the Amendment and Restatement of the Existing Credit Agreement.* (a) Upon the occurrence of the Amendment and Restatement Effective Date, (i) the Existing Credit Agreement shall be amended and restated in its entirety by this Agreement, (ii) each of the commitments of the Existing Lenders under the Existing Credit Agreement shall be terminated and, to the extent that such Persons constitute Lenders hereunder, shall be replaced with their respective Commitments hereunder, (iii) any then existing LC Exposure (as defined in the Existing Credit Agreement) of the Existing Lenders under the Existing Credit Agreement shall be deemed to have been reallocated as LC Exposure (as defined in this Agreement) among the Lenders hereunder in accordance with their Applicable Percentages and (iv) all accrued and unpaid interest and fees (including Facility Fees (under and as defined in the Existing Credit Agreement), letter of credit fees and facing fees) and other amounts owing under the Existing



Credit Agreement (except the principal amount of the loans thereunder and to the extent letters of credit thereunder are converted to Letters of Credit hereunder in accordance with Section 2.06(k)(i)) shall have been repaid by the Company under the Existing Credit Agreement, whether or not such interest, fees or other amounts are actually due and payable at such time pursuant to the Existing Credit Agreement. The parties hereto acknowledge and agree that, except as otherwise expressly provided herein, this Agreement and the other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute a novation of the Obligations under the Existing Credit Agreement or the other Loan Documents as in effect prior to the Amendment and Restatement Effective Date and which remain outstanding as of the Amendment and Restatement Effective Date.

(b) This amendment and restatement is limited as written and is not a consent to any other amendment, restatement or waiver or other modification, whether or not similar and, except as expressly provided herein or in any other Loan Document, all terms and conditions of the other Loan Documents remain in full force and effect.

Section 10.20. *Bifurcation.* For the avoidance of doubt, the parties hereto acknowledge and agree that, notwithstanding anything to the contrary in this Agreement or any of the other Loan Documents, and notwithstanding that certain Excluded Foreign Subsidiaries may each be a Subsidiary Borrower and a Loan Party from time to time, (a) the Obligations of any Excluded Foreign Subsidiary under this Agreement or any of the other Loan Documents shall, for so long as such Person is an Excluded Foreign Subsidiary, be expressly limited to the Obligations of such Excluded Foreign Subsidiary and shall be several from but not joint with the Obligations of any other Loan Party and (b) no Excluded Foreign Subsidiary shall, for so long as such Person is an Excluded Foreign Subsidiary, provide any Guarantee in respect of any Obligations of any other Loan Party; *provided* that nothing in this Section 10.20 shall be construed to limit or otherwise modify any express Guarantee of the Obligations of any Excluded Foreign Subsidiary provided under this Agreement or any other Loan Document by any Loan Party other than an Excluded Foreign Subsidiary.

Section 10.21. *Acknowledgment and Consent to Bail-In of EEA Financial Institutions.* Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NEWELL RUBBERMAID INC.,  
as the Company

By: /s/ John B. Ellis  
Name: John B. Ellis  
Title: Vice President and Treasurer

*[Signature Page to Amended and Restated Credit Agreement]*

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**SUBSIDIARY BORROWERS**

[NONE AS OF AMENDMENT AND RESTATEMENT EFFECTIVE DATE.]

*[Signature Page to Amended and Restated Credit Agreement]*

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent and as a Lender and an Issuing Bank

By: /s/ Gene R. Riego De Dios

Name: Gene R. Riego De Dios

Title: Vice President

*[Signature Page to Amended and Restated Credit Agreement]*

Barclays Bank PLC,  
as a Lender and an Issuing Bank

By: /s/ Ronnie Glenn

Name: Ronnie Glenn

Title: Vice President

*[Signature Page to Amended and Restated Credit Agreement]*

CITIBANK, N.A.,  
as a Lender and an Issuing Bank

By: /s/ Lisa Huang

Name: Lisa Huang

Title: Vice President

*[Signature Page to Amended and Restated Credit Agreement]*

ROYAL BANK OF CANADA,  
as a Lender and an Issuing Bank

By: /s/ Julia Ivanova

Name: Julia Ivanova

Title: Authorized Signatory

*[Signature Page to Amended and Restated Credit Agreement]*



GOLDMAN SACHS BANK USA,  
as a Lender and an Issuing Bank

By: /s/ Robert Ehudin

Name: Robert Ehudin

Title: Authorized Signatory

*[Signature Page to Amended and Restated Credit Agreement]*

Bank of America, N.A.,  
as a Lender

By: /s/ Kyle Lewis

Name: Kyle Lewis

Title: AVP

*[Signature Page to Amended and Restated Credit Agreement]*

Credit Suisse AG, Cayman Islands Branch,  
as a Lender

By: /s/ Bill O'Daly

Name: Bill O'Daly

Title: Authorized Signatory

By: /s/ Kelly Heimrich

Name: Kelly Heimrich

Title: Authorized Signatory

*[Signature Page to Amended and Restated Credit Agreement]*

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as a Lender

By: /s/ Ravneet Mumick

Name: Ravneet Mumick

Title: Director

*[Signature Page to Amended and Restated Credit Agreement]*

WELLS FARGO BANK, NATIONAL ASSOCIATION  
as a Lender

By: /s/ Andrew Payne

Name: Andrew Payne

Title: Director

*[Signature Page to Amended and Restated Credit Agreement]*

PNC Bank, National Association,  
as a Lender

By: /s/ Brandon K. Fiddler

Name: Brandon K. Fiddler

Title: Vice President

*[Signature Page to Amended and Restated Credit Agreement]*

ING Bank N.V., Dublin Branch  
as a Lender

By: /s/ Shaun Hawley

Name: Shaun Hawley

Title: Vice President

By: /s/ Sean Hassett

Name: Sean Hassett

Title: Director

*[Signature Page to Amended and Restated Credit Agreement]*

THE NORTHERN TRUST COMPANY,  
as a Lender

By: /s/ Kimberly A. Crotty

Name: Kimberly A. Crotty

Title: VP

*[Signature Page to Amended and Restated Credit Agreement]*



US Bank National Association,  
as a Lender

By: /s/ Steven L. Sawyer

Name: Steven L. Sawyer

Title: Senior Vice President

*[Signature Page to Amended and Restated Credit Agreement]*

## Commitments

<u>Name of Lender</u>	<u>Commitment</u>	<u>LC Fronting Sublimit</u>
JPMorgan Chase Bank, N.A.	\$ 127,500,000.00	\$ 20,000,000.00
Barclays Bank PLC	\$ 127,500,000.00	\$ 20,000,000.00
Citibank, N.A.	\$ 127,500,000.00	\$ 20,000,000.00
Royal Bank of Canada	\$ 127,500,000.00	\$ 20,000,000.00
Goldman Sachs Bank USA	\$ 109,500,000.00	\$ 20,000,000.00
Bank of America, N.A.	\$ 97,000,000.00	N/A
Credit Suisse AG	\$ 97,000,000.00	N/A
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$ 97,000,000.00	N/A
Wells Fargo Bank, National Association	\$ 97,000,000.00	N/A
PNC Bank, National Association	\$ 92,500,000.00	N/A
ING Bank N.V.	\$ 50,000,000.00	N/A
The Northern Trust Company	\$ 50,000,000.00	N/A
U.S. Bank National Association	\$ 50,000,000.00	N/A
<b>TOTAL</b>	<b>\$1,250,000,000.00</b>	<b>\$ 100,000,000.00</b>

Schedule 2.01 to Amended and Restated Credit Agreement

**Existing Letters of Credit**

NONE

Schedule 2.06 to Amended and Restated Credit Agreement

**Existing Agreements<sup>1</sup>**

1. Indenture dated as of November 1, 1995, between the Company and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank (National Association)), as Trustee. (\$632,814,000 issued and outstanding notes).
2. Indenture dated as of June 14, 2012, between the Company and The Bank of New York Mellon, as Trustee. (\$600,000,000 issued and outstanding notes).
3. Indenture dated as of November 19, 2014, between the Company and U.S. Bank National Association, as Trustee. (\$1,450,000,000 issued and outstanding notes).
4. Term Loan Credit Agreement, dated as of January 26, 2016, by and among, the Company, JPMorgan Chase Bank, N.A., as administrative agent, and each lender a signatory thereto, as amended. (\$0 issued and outstanding notes as of the date hereof).
5. Amended and Restated Credit Agreement, dated as of January 26, 2016, by and among, the Company, JPMorgan Chase Bank, N.A., as administrative agent, and each lender a signatory thereto, as amended. (\$0 issued and outstanding notes as of the date hereof).
6. \$400 Million Accounts Receivables Facility dated September 6, 2013, including (i) the Receivables Sale Agreement dated as of September 15, 2009 among the Originators party thereto and EXPO INC., as amended and/or supplemented from time to time, (ii) the Amended and Restated Loan and Servicing Agreement dated as of September 6, 2013 among EXPO INC., Newell Rubbermaid Inc., the Conduit Lenders, the Committed Lenders, the Managing Agents, PNC Bank, National Association, as Administrative Agent, and PNC Capital Markets LLC, Structuring Agent, as amended and/or supplemented from time to time, and (iii) the Performance Guaranty dated September 15, 2009, executed by Newell Rubbermaid Inc. in favor of PNC Bank, National Association, as Administrative Agent. (\$350,000,000 drawn).
7. Guaranty in Favor of Citigroup Inc., dated August 5, 2011 with respect to the facilities of Guarantor's subsidiaries set forth on Annex A to this Section 3.12.
8. The Company has entered into the following guarantees for the purpose of guaranteeing payment obligations of the Company's subsidiaries with respect to foreign exchange transactions: Bank of America N.A., dated July 11, 2005;

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<sup>1</sup> All balances as of December 31, 2015, except items 4 and 5, which include balances as of the date hereof.

Barclays Bank PLC, dated February 27, 2003; Credit Suisse International, dated May 13, 2015; JPMorgan Chase Bank, N.A., dated as of May 13, 2015; J. Aron & Company, dated as of September 23, 2013. The amount of obligations subject to the above guarantees varies and depends upon the foreign exchange transactions outstanding at any given time.

9. Deed of Guarantee dated February 26, 2007, between the Company and the trustees of certain Company related United Kingdom pension schemes whereby the Company guarantees the obligations of certain of its United Kingdom subsidiaries' pension funding commitments as set forth in an agreed upon schedule of contributions. The current schedule of contributions provides for contributions of approximately £500,000 per month. A new schedule of contributions will be entered into in 2016 and early 2017 based upon updated valuations.
10. Guarantee dated March 27, 2012, between the Company and Newell Trustees Limited as trustee of the Combined Newell and Record Section of the Newell Rubbermaid UK Pension scheme whereby the Company guarantees the obligations of Parker Pen Company, Newell Limited and Irwin Industrial Tool Company Limited to make payments to the scheme up to a maximum amount equal to the lowest non-negative amount which, when added to the assets of the scheme, would result in the scheme being at least 105% funded.
11. Bridge Facility set forth in the Bridge Commitment Letter dated as of December 13, 2015, among the Company, GS Bank and Goldman Sachs Lending Partners LLC, as amended, amended and restated, supplemented or modified (including pursuant to any joinder thereto) from time to time referencing the senior unsecured bridge term loan credit facility in an aggregate principal amount of up to \$9,000,000,000.
12. Cross Currency Interest Rate Swap Transaction dated as of April 16, 2015, between JPMorgan Chase Bank, N.A. and Newell Rubbermaid Caymans Holding Company.
13. Cross Currency Interest Rate Swap Transaction dated as of April 15, 2015, between Credit Suisse International and Newell (1995).
14. Swap Transaction dated December 16, 2015, between J. Aron & Company and the Company.
15. Swap Transaction dated December 16, 2015, between Wells Fargo Bank, N.A. and the Company.
16. Swap Transaction dated December 16, 2015, between Royal Bank of Canada and the Company.
17. Swap Transaction dated December 16, 2015, between Credit Suisse International and the Company.

Schedule 3.12 to Amended and Restated Credit Agreement

18. Forward Treasury Lock Agreement dated January 5, 2016, between JPMorgan Chase Bank, N.A. and the Company for \$75,000,000.
19. Forward Treasury Lock Agreement dated January 5, 2016, between JPMorgan Chase Bank, N.A. and the Company for \$150,000,000.
20. Swap Transaction dated January 13, 2016, between Credit Suisse International and the Company.
21. Swap Transaction dated January 5, 2016, between Royal Bank of Canada and the Company.
22. Swap Transaction dated January 5, 2016, between Wells Fargo Bank, N.A. and the Company.
23. Forward Treasury Lock Agreement dated January 5, 2016, between J. Aron & Company and the Company.
24. Interest Rate Swap Transaction dated December 22, 2014, between JPMorgan Chase Bank, N.A. and the Company.
25. Amended and Restated Interest Rate Swap Transaction dated November 14, 2012, between Credit Suisse International and the Company.
26. Amended and Restated Interest Rate Swap Transaction dated November 14, 2012, between Wells Fargo Bank, N.A. and the Company.

Schedule 3.12 to Amended and Restated Credit Agreement

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**ANNEX A**

See attached

Schedule 3.12 to Amended and Restated Credit Agreement

**Significant Subsidiaries**

<u>Name</u>	<u>State or Jurisdiction of Organization</u>
Berol Corporation	Delaware
Sanford, L.P.	Illinois
Irwin Industrial Tool Company	Delaware
Newell Investments Inc.	Delaware
NWL European Finance SARL	Luxembourg
NWL Luxembourg Holdings SARL	Luxembourg
Newell Europe SARL	Switzerland
Newell Operating Company	Delaware
Rubbermaid Incorporated	Ohio
Graco Children's Products Inc.	Delaware
Rubbermaid Commercial Products LLC	Delaware

Schedule 3.13 to Amended and Restated Credit Agreement



## Existing Indebtedness

<u>Lender or Trustee</u>	<u>Type of Arrangement</u>	<u>Outstanding Amount As of 1/26/2016</u>
<b>Newell Rubbermaid Inc.</b>		
Bank of America Merrill Lynch (Issuing and Paying Agent)	Commercial Paper	\$ 55,000,000
The Bank of New York Mellon (Trustee)	Medium Term Notes	\$ 350,000,000
The Bank of New York Mellon (Trustee)	Medium Term Notes	\$ 250,000,000
The Bank of New York Mellon (Trustee)	Medium Term Notes	\$ 381,314,000
The Bank of New York Mellon (Trustee)	Medium Term Notes	\$ 250,000,000
US Bank, N.A. (Trustee)	Medium Term Notes	\$ 300,000,000
US Bank, N.A. (Trustee)	Medium Term Notes	\$ 350,000,000
US Bank, N.A. (Trustee)	Medium Term Notes	\$ 500,000,000
US Bank, N.A. (Trustee)	Medium Term Notes	\$ 300,000,000
<b>EXPO Inc.</b>		
PNC Bank, N.A.	A/R Securitization	\$ 131,250,000
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	A/R Securitization	\$ 109,375,000
Royal Bank of Canada	A/R Securitization	\$ 109,375,000

Schedule 6.02 to Amended and Restated Credit Agreement

## Existing Liens

<u>Counterparty</u>	<u>Security</u>	<u>Amount of Security As of 1/26/2016</u>
<b><u>Newell Insurance DAC</u></b>		
Barclays Bank PLC	Cash	\$ 150,000
Barclays Bank PLC	Cash	\$ 1,500,000
<b><u>Newell Australia Pty Limited</u></b>		
National Australia Bank	Cash	\$ 58,710
<b><u>Newell Europe Sarl</u></b>		
UBS	Cash	\$ 57,281
<b><u>Reynolds Pens India Private Ltd.</u></b>		
Kotak Mahindra Bank	Cash	\$ 1,133
<b><u>NWL Belgium Production BVBA</u></b>		
Fortis Leasing	Building	\$ 858,180
<b><u>Sanford Colombia S.A.</u></b>		
Bancolumbia Leasing	Vehicles	\$ 25,792

Schedule 6.03(b) to Amended and Restated Credit Agreement

**FORM OF**  
**ASSIGNMENT AND ASSUMPTION**

This Assignment and Assumption (the “**Assignment and Assumption**”) is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the “**Assignor**”) and [Insert name of Assignee] (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the “**Credit Agreement**”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit and guarantees included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: \_\_\_\_\_

2. Assignee: \_\_\_\_\_  
[and is an [Affiliate] [Approved Fund] of [identify Lender]<sup>2</sup>]

\_\_\_\_\_ <sup>2</sup> Select as applicable.

- 3. Borrower(s): Newell Rubbermaid Inc. and certain of its subsidiaries
- 4. Administrative Agent: JPMorgan Chase Bank, N.A., as the administrative agent under the Credit Agreement
- 5. Credit Agreement: The Amended and Restated Credit Agreement dated as of January 26, 2016 among Newell Rubbermaid Inc., as the Borrower, the Subsidiary Borrowers party thereto, the Guarantors from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent
- 6. Assigned Interest:

<u>Facility Assigned<sup>3</sup></u>	<u>Aggregate Amount of Commitment/Loans for all Lenders</u>	<u>Amount of Commitment/Loans Assigned</u>	<u>Percentage Assigned of Commitment/Loans<sup>4</sup></u>
	\$	\$	%
	\$	\$	%
	\$	\$	%

Effective Date: \_\_\_\_\_, 201 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrowers, the other Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

<sup>3</sup> Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment.  
<sup>4</sup> Set forth, to at least 9 decimals, the percentage of the Commitment/Loans of all Lenders thereunder that the Assigned Interest represents.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: \_\_\_\_\_  
Name:  
Title:

[Consented to and]5 Accepted:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent [and an Issuing Bank]6

By: \_\_\_\_\_  
Title:

Consented to:

[NEWELL RUBBERMAID INC.

By: \_\_\_\_\_  
Title:]7

[[NAME OF ISSUING BANK]  
as an Issuing Bank

By: \_\_\_\_\_  
Title:]8

5 To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

6 To be added only if the consent of the Issuing Banks is required by the terms of the Credit Agreement.

7 To be added only if the consent of the Company and/or other parties (e.g., Issuing Bank) is required by the terms of the Credit Agreement.

8 To be added only if the consent of the Issuing Banks is required by the terms of the Credit Agreement.

**STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION**

1. *Representations and Warranties.*

1.1 *Assignor.* The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any collateral thereunder, (iii) the financial condition of the Company, any of its Subsidiaries or Affiliates or any other Person obligated in respect of the Credit Agreement or any other Loan Document or (iv) the performance or observance by Company, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under the Credit Agreement or any other Loan Document.

1.2 *Assignee.* The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender, attached to this Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement and the other Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as a Lender.

2. *Payments.* From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of

principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. *General Provisions.* This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.



FORM OF  
GUARANTOR JOINDER AGREEMENT

GUARANTOR JOINDER AGREEMENT (this “**Agreement**”) dated as of [            ], 201[    ], among Newell Rubbermaid Inc. (the “**Company**”), [Insert name of each New Guarantor], a [Insert jurisdiction and type of organization for each New Guarantor] (each, a “**New Guarantor**”), and JPMorgan Chase Bank, N.A., as administrative agent (the “**Administrative Agent**”).

The Company, the existing Guarantors party thereto, the Lenders party thereto and the Administrative Agent are parties to an Amended and Restated Credit Agreement dated as of January 26, 2016 (as amended, supplemented and otherwise modified and in effect from time to time, the “**Credit Agreement**”). Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

Under the Credit Agreement, the Lenders and Issuing Banks have agreed, upon the terms and subject to the conditions therein set forth, to make Commitments and Loans and to issue Letters of Credit from time to time to the various Borrowers thereunder, and the Company is required to cause each New Guarantor to become a Guarantor under the Credit Agreement pursuant to the terms of Section 5.10 of the Credit Agreement. Upon execution of this Agreement by each of the Company, each New Guarantor and the Administrative Agent, (x) each New Guarantor shall be a party to the Credit Agreement and shall constitute a “Guarantor” for all purposes thereunder and under each other Loan Document with the same force and effect as if originally named in the Credit Agreement as a Guarantor, (y) each reference to the “Guarantors” or the “Loan Parties” in the Credit Agreement and in all other Loan Documents shall, from the date hereof, subject to Section 10.18 of the Credit Agreement, be deemed to include each New Guarantor and (z) each New Guarantor hereby agrees to be bound by all the obligations of a Guarantor under the Credit Agreement and all the other Loan Documents. Without limiting the generality of the foregoing, each New Guarantor hereby (i) makes and undertakes, as the case may be, each covenant, waiver, representation and warranty made by the other Guarantors pursuant to the Credit Agreement and any other Loan Document, each of which is hereby incorporated by reference, and agrees to be bound by all covenants, waivers, agreements and obligations of the other Guarantors pursuant to the Credit Agreement and any other Loan Document and (ii) represents and warrants that such New Guarantor has duly executed and delivered this Agreement and that this Agreement constitutes its legal, valid and binding obligations, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

This Agreement shall constitute a “Loan Document” for all purposes under the Credit Agreement and the other Loan Documents. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit

of and be enforceable by each of the parties hereto and its successors and assigns; *provided* that no New Guarantor may assign any of its rights, obligations or interest hereunder except as permitted by the Credit Agreement. This Agreement 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 both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on all parties hereto. This Agreement shall be construed and enforced in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, each New Guarantor and the Company have caused this Guarantor Joinder Agreement to be duly executed and delivered as of the day and year first above written.

NEW GUARANTORS:

[NAME OF NEW GUARANTOR]

By: \_\_\_\_\_

Name:

Title:

COMPANY:

NEWELL RUBBERMAID INC.

By: \_\_\_\_\_

Name:

Title:

Accepted and agreed:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

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## FORM OF

## SUBSIDIARY BORROWER JOINDER AGREEMENT

SUBSIDIARY BORROWER JOINDER AGREEMENT (this “**Agreement**”) dated as of [ ], 201[ ], among Newell Rubbermaid Inc. (the “**Company**”), [Insert name of Subsidiary Borrower], a [ ] (the “**Subsidiary Borrower**”), and JPMorgan Chase Bank, N.A., as administrative agent (the “**Administrative Agent**”).

The Company, the Subsidiary Borrowers party thereto, the Guarantors from time to time party thereto, the Lenders party thereto and the Administrative Agent are parties to an Amended and Restated Credit Agreement dated as of January 26, 2016 (as amended, supplemented and otherwise modified and in effect from time to time, the “**Credit Agreement**”). Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

The Company hereby designates [ ] (the “**Subsidiary Borrower**”), a Wholly-Owned Subsidiary of the Company and a corporation duly incorporated under the laws of [State/Country], as a Borrower in accordance with Section 2.05 of the Credit Agreement until such designation is terminated in accordance therewith. Upon the effectiveness of such designation in accordance with Section 2.05 of the Credit Agreement, the Subsidiary Borrower shall be a Borrower entitled to [Insert as applicable:] [borrow both Revolving Loans, request the issuance of Letters and borrow Competitive Loans] [borrow Competitive Loans only]<sup>9</sup>.

The Subsidiary Borrower hereby accepts the above designation and hereby expressly and unconditionally accepts the obligations of a Borrower under the Credit Agreement, agrees to perform all of its Obligations thereunder and under the other Loan Documents and agrees and confirms that, upon the effectiveness of such designation, it shall be a Borrower for purposes of the Credit Agreement and agrees to be bound by and to perform and comply with the terms and provisions of the Credit Agreement applicable to it as if it had originally executed the Credit Agreement. The Subsidiary Borrower hereby authorizes and empowers the Company to act as its representative and attorney-in-fact for the purposes of signing documents and giving and receiving notices (including notices of borrowing under Article II of the Credit Agreement) and other communications in connection with the Credit Agreement and the transactions contemplated thereby and for the purposes of modifying or amending any provision of the Credit Agreement and further agrees that the Administrative Agent, the Issuing Banks and the Lenders may conclusively rely on the foregoing authorization.

<sup>9</sup> A Foreign Subsidiary of the Company shall only be permitted to be designated to borrow Competitive Loans.

The Company hereby represents and warrants to the Administrative Agent, the Issuing Banks and the Lenders that, immediately before and after giving effect to this Agreement in accordance with Section 2.05 of the Credit Agreement, (i) the representations and warranties set forth in Article III of the Credit Agreement are true and correct as if made on and as of the date hereof and as if each of the representations and warranties in Sections 3.01, 3.02, 3.02 and 3.14 specifically included a reference to the Subsidiary Borrower and (ii) no Default has occurred and is continuing. The Subsidiary Borrower hereby represents and warrants (only with respect to itself and its Subsidiaries) to the Administrative Agent, the Issuing Banks and the Lenders that, immediately before and after giving effect to this Agreement in accordance with Section 2.05 of the Credit Agreement, the representations and warranties set forth in Article III of the Credit Agreement are true and correct with respect to the Subsidiary Borrower and its Subsidiaries.

This Agreement shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of and be enforceable by each of the parties hereto and its successors and assigns; *provided* that the Subsidiary Borrower may not assign any of its rights, obligations or interest hereunder except as permitted by the Credit Agreement. This Agreement 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 both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on all parties hereto. This Agreement shall be construed and enforced in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the Subsidiary Borrower and the Company have caused this Subsidiary Borrower Joinder Agreement to be duly executed and delivered as of the day and year first above written.

SUBSIDIARY BORROWER

[NAME OF SUBSIDIARY BORROWER]

By: \_\_\_\_\_

Name:

Title:

COMPANY

NEWELL RUBBERMAID INC.

By: \_\_\_\_\_

Name:

Title:

Accepted and agreed:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:



## FORM OF

## U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of January 26, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Newell Rubbermaid Inc., as the Company, the Subsidiary Borrowers party thereto, the Guarantors from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Applicable Borrower with a copy of a certificate of its non-U.S. Person status on IRS Form W-8BEN or W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Applicable Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Applicable Borrower and the Administrative Agent with a copy of a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 201[ ]

## FORM OF

## U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of January 26, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Newell Rubbermaid Inc., as the Company, the Subsidiary Borrowers party thereto, the Guarantors from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a copy of a certificate of its non-U.S. Person status on IRS Form W-8BEN or W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a copy of a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_  
 Name:  
 Title:

Date: \_\_\_\_\_, 201

## FORM OF

## U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of January 26, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Newell Rubbermaid Inc., as the Company, the Subsidiary Borrowers party thereto, the Guarantors from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a copy of IRS Form W-8IMY accompanied by a copy of one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a copy of a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_  
 Name:  
 Title:

Date: \_\_\_\_\_, 201

## FORM OF

## U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of January 26, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Newell Rubbermaid Inc., as the Company, the Subsidiary Borrowers party thereto, the Guarantors from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Applicable Borrower with a copy of IRS Form W-8IMY accompanied by a copy of one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Applicable Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Applicable Borrower and the Administrative Agent with a copy of a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 201

**FORM OF  
PROMISSORY NOTE**

\$[            ] [            ], 201[    ]  
New York, New York

FOR VALUE RECEIVED, [NEWELL RUBBERMAID INC., a Delaware corporation (the “**Company**”), hereby promises to pay to [NAME OF LENDER] (the “**Lender**”), at such of the offices of JPMorgan Chase Bank, N.A. as shall be notified to the Company from time to time, the principal sum of [DOLLAR AMOUNT] DOLLARS (or such lesser amount as shall equal the aggregate unpaid principal amount of the Revolving Loans made by the Lender to the Company under the Credit Agreement (as defined below)), in lawful money of the United States of America and in immediately available funds, on the dates and in the principal amounts provided in the Credit Agreement, and to pay interest on the unpaid principal amount of each such Revolving Loan, at such office, in like money and funds, for the period commencing on the date of such Revolving Loan until such Revolving Loan shall be paid in full, at the rates per annum and on the dates provided in the Credit Agreement.

The date, amount, Type, interest rate and duration of Interest Period (if applicable) of each Revolving Loan made by the Lender to the Company, and each payment made on account of the principal thereof, shall be recorded by the Lender on its books and, prior to any transfer of this Note, endorsed by the Lender on the schedule attached hereto or any continuation thereof, *provided* that the failure of the Lender to make any such recordation or endorsement shall not affect the obligations of the Company to make a payment when due of any amount owing under the Credit Agreement or hereunder in respect of the Revolving Loans made by the Lender to the Company.

This Note evidences Revolving Loans made by the Lender to the Company under the Amended and Restated Credit Agreement dated as of January 26, 2016 (as modified and supplemented and in effect from time to time, the “**Credit Agreement**”) among the Company, the Subsidiary Borrowers party thereto, the Guarantors from time to time party thereto, the lenders party thereto (including the Lender) and JPMorgan Chase Bank, N.A., as Administrative Agent. Terms used but not defined in this Note have the respective meanings assigned to them in the Credit Agreement.

The Credit Agreement provides for the acceleration of the maturity of this Note upon the occurrence of certain events and for prepayments of Revolving Loans upon the terms and conditions specified therein.

Except as permitted by Section 10.04 of the Credit Agreement, this Note may not be assigned by the Lender to any other Person.

This Note shall be governed by, and construed in accordance with, the law of the State of New York.

[NEWELL RUBBERMAID INC.]

By \_\_\_\_\_

Name:

Title:



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TERM LOAN CREDIT AGREEMENT

dated as of

January 26, 2016

among

NEWELL RUBBERMAID INC.,  
as the Borrower,

The GUARANTORS from Time to Time Party Hereto,

The Lenders Party Hereto

and

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

---

GOLDMAN SACHS BANK USA,  
J.P. MORGAN SECURITIES LLC,  
CITIGROUP GLOBAL MARKETS INC.  
and

RBC CAPITAL MARKETS,  
as Joint Lead Arrangers and Joint Bookrunners

---

GOLDMAN SACHS BANK USA,  
CITIBANK, N.A.  
and

RBC CAPITAL MARKETS,  
as Syndication Agents

---

BANK OF AMERICA, N.A.,  
CREDIT SUISSE AG,  
THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,  
WELLS FARGO BANK, NATIONAL ASSOCIATION  
and  
PNC BANK, NATIONAL ASSOCIATION,  
as Documentation Agents

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- Exhibit A - Form of Assignment and Assumption
- Exhibit B - [Reserved]
- Exhibit C - Form of Guarantor Joinder Agreement
- Exhibit D-1 - U.S. Tax Compliance Certificate (For Non-U.S. Lenders that are not Partnerships for U.S. Federal Income Tax Purposes)
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- Exhibit D-3 - U.S. Tax Compliance Certificate (For Non-U.S. Participants that are not Partnerships for U.S. Federal Income Tax Purposes)
- Exhibit D-4 - U.S. Tax Compliance Certificate (For Non-U.S. Participants that are Partnerships for U.S. Federal Income Tax Purposes)
- Exhibit E - Form of Promissory Note
- Exhibit F - Form of Solvency Certificate

TERM LOAN CREDIT AGREEMENT dated as of January 26, 2016 among NEWELL RUBBERMAID INC., a Delaware corporation (the "**Borrower**"), the GUARANTORS from time to time party hereto, the LENDERS party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

WITNESSETH THAT:

WHEREAS, the Borrower has requested that the Lenders provide a term loan facility for the purposes set forth herein, and the Lenders are willing to extend commitments in respect of such term loan facility subject to the terms and conditions hereof and on the basis of the representations and warranties hereinafter set forth.

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

ARTICLE 1  
DEFINITIONS

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

"**1995 Indenture**" means the Indenture, dated as of November 1, 1995, between the Borrower (as successor to Newell Co.), as issuer, and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMCB), as trustee, as further supplemented, amended or modified from time to time prior to the date hereof.

"**2012 Indenture**" means the Indenture, dated as of June 14, 2012 between the Borrower, as issuer, and The Bank of New York Mellon Trust Company, N.A., as trustee, as further supplemented, amended or modified from time to time prior to the date hereof.

"**2014 Indenture**" means the Indenture, dated as of November 19, 2014, between the Borrower, as issuer, and U.S. Bank National Association, as trustee, as further supplemented, amended or modified from time to time prior to the date hereof.

"**ABR**", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Alternate Base Rate.

"**Acquired Business**" means, collectively, the Acquired Company together with its subsidiaries.

"**Acquired Business Debt**" means, collectively, (a) the Acquired Company Senior Notes, (b) the Acquired Company Subordinated Notes, (c) the Acquired Company Credit Agreement and (d) the Acquired Business Receivables Facility.

"**Acquired Business Debt Refinancing**" means the repayment, discharge, redemption or repurchase of the Acquired Business Debt (other than the Surviving Acquired Company Senior Notes to the extent (x) the Change of Control Consent has been obtained or the Change of Control Offer has been consummated and (y) the Investment Grade Rating Condition has been satisfied).

“**Acquired Business Receivables Facility**” means the Third Amended and Restated Loan Agreement, dated as of February 17, 2012, among Jarden Receivables, LLC, as borrower, the Acquired Company, as initial servicer, SunTrust Robinson Humphrey, Inc, as administrator, and the other lenders and issuing lenders party thereto, as further supplemented, amended or modified from time to time prior to the date hereof.

“**Acquired Company**” means Jarden Corporation, a Delaware corporation.

“**Acquired Company 3.75% Senior Notes**” has the meaning assigned to such term in the definition of “Acquired Company Senior Notes”.

“**Acquired Company 5.00% Senior Notes**” has the meaning assigned to such term in the definition of “Acquired Company Senior Notes”.

“**Acquired Company Convertible Notes**” means the following instruments of the Acquired Company:

(a) 1.875% Senior Subordinated Convertible Notes due 2018 (issued pursuant to an Indenture, dated as of September 18, 2012, among the Acquired Company, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee);

(b) 1.50% Senior Subordinated Convertible Notes due 2019 (issued pursuant to an Indenture, dated as of June 12, 2013, among the Acquired Company, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee); and

(c) 1.125% Senior Subordinated Convertible Notes due 2034 (issued pursuant to an Indenture, dated as of March 17, 2014, among the Acquired Company, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee),

in each case, as further supplemented, amended or modified (but not increased in aggregate principal amount) from time to time.

“**Acquired Company Credit Agreement**” means the Amended and Restated Credit Agreement, dated as of December 19, 2014, among the Acquired Company, as the U.S. borrower, Jarden Lux Holdings S.à r.l. and Charm Lux Finco S.à r.l., as the Luxembourg borrowers, Barclays Bank PLC, as administrative agent and collateral agent, and the lenders and letter of credit issuers party thereto, as further supplemented, amended or modified from time to time prior to the date hereof

“**Acquired Company Senior Notes**” means the following debt instruments of the Acquired Company:

(a) 3.75% Senior Notes due 2021 (issued pursuant to an Indenture, dated as of July 14, 2014, among the Acquired Company, the guarantors party thereto, Wells Fargo Bank, National Association, as trustee, and Société Générale Bank & Trust, as paying agent, transfer agent, registrar and authenticating agent) (the “**Acquired Company 3.75% Senior Notes**”).

(b) 5.00% Senior Notes due 2023 (issued pursuant to an Indenture, dated as of October 30, 2015, among the Acquired Company, each of the guarantors party thereto and Wells Fargo Bank, National Association, as trustee) (the “**Acquired Company 5.00% Senior Notes**”); and

(c) 6.125% Senior Notes due 2022 (issued pursuant to an Indenture, dated as of April 30, 2009, among the Acquired Company, each of the guarantors party thereto and Wells Fargo Bank, National Association, as trustee, as supplemented by a Third Supplemental Indenture, dated as of November 9, 2010, among the Acquired Company, the guarantors party thereto and Wells Fargo Bank, National Association),

in each case, as further supplemented, amended or modified (but not increased in aggregate principal amount) from time to time.

“**Acquired Company Subordinated Notes**” means the Acquired Company’s 7.50% Senior Subordinated Notes due 2017 (issued pursuant to an Indenture, dated as of February 13, 2007, between the Acquired Company and Wells Fargo Bank, National Association, as successor trustee to The Bank of New York, as supplemented by a First Supplemental Indenture, dated as of February 13, 2007, among the Acquired Company, the guarantors party thereto and Wells Fargo Bank, National Association, as successor trustee to The Bank of New York, and as further supplemented, amended or modified from time to time prior to the date hereof)

“**Acquisition**” means the acquisition by the Borrower or its Wholly-Owned Subsidiary, directly or indirectly, of all the issued and outstanding equity interests of the Acquired Company pursuant to the Acquisition Agreement.

“**Acquisition Agreement**” means the Agreement and Plan of Merger, dated as of December 13, 2015, among the Acquired Company, the Borrower, NCPF Acquisition Corp. I, a Delaware corporation, and NCPF Acquisition Corp. II, a Delaware Corporation, as amended from time to time as permitted pursuant to Section 4.02(b).

“**Acquisition Agreement Representations**” means the representations made by the Acquired Business in the Acquisition Agreement as are material to the interests of the Lenders.

“**Adjusted LIBO Rate**” means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the relevant LIBO Rate for such Interest Period for such Borrowing denominated in Dollars multiplied by (b) the Statutory Reserve Rate.

“**Administrative Agent**” means JPMCB, in its capacity as administrative agent for the Lenders hereunder.

“**Administrative Agent Fee Letter**” means the JPMorgan Fee Letter, dated as of January 26, 2016, between the Borrower and the Administrative Agent concerning this Agreement.

“**Administrative Agent’s Office**” means the Administrative Agent’s office, as designated from time to time by the Administrative Agent in a notice to the Borrower and the Lenders.

“**Administrative Questionnaire**” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“**Affiliate**” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“**Alternate Base Rate**” means, for any day, a rate *per annum* equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day *plus* 0.50% and (c) the Adjusted LIBO Rate for Dollar deposits for a one month Interest Period on such day (or if such day is not a Business Day, the next preceding Business Day) *plus* 1.00%; *provided* that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate at approximately 11:00 a.m. London time on such day (or the next preceding Business Day, as applicable). Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or such Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or such Adjusted LIBO Rate, respectively.

“**Anti-Corruption Laws**” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

“**Applicable Percentage**” means, with respect to any Lender, the percentage of the total Loans and unused Commitments of all of the Lenders represented by such Lender’s Loans and unused Commitment; *provided* that in the case of Section 2.20 when a Defaulting Lender shall exist, “Applicable Percentage” shall mean the percentage of the total Loans and unused Commitments of all of the Lenders (disregarding any Defaulting Lender’s Loans and unused Commitment) represented by such Lender’s Loans and unused Commitment. If the Commitments have terminated or expired and there are no outstanding Loans, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments and to any Lender’s status as a Defaulting Lender at the time of determination.

“**Applicable Rate**” means, for any day, with respect to any ABR Loan or Eurodollar Loan, the applicable rate *per annum* set forth below under the caption “ABR Spread” or “Eurodollar Spread”, as the case may be, based upon the ratings by Moody’s, S&P and Fitch, respectively, applicable on such date to the Index Debt:

	<u>Index Debt Ratings Moody’s/S&amp;P/Fitch</u>	<u>ABR Spread</u>	<u>Eurodollar Spread</u>
<b>Category 1</b>	Baa1/BBB+/BBB+ or better	0.125%	1.125%
<b>Category 2</b>	Baa2/BBB/BBB	0.25%	1.25%
<b>Category 3</b>	Baa3/BBB-/BBB-	0.50%	1.50%
<b>Category 4</b>	Ba1/BB+/BB+	1.00%	2.00%
<b>Category 5</b>	Ba2/BB/BB or lower	1.25%	2.25%

For purposes of the foregoing, (i) if at any time the Borrower has ratings for the Index Debt from at least two of the Rating Agencies that fall within the same Category, the Applicable Rate shall be based on such Category; *provided* that (x) if at any time the Borrower has ratings for the Index Debt from two or three of the Rating Agencies that fall within two different Categories that are one Category apart, the relevant Category for purposes of determining the Applicable Rate shall be the Category for the higher of the Moody’s rating (if any) or the S&P rating (if any) and (y) if at any time the Borrower has ratings for the Index Debt from two or three of the Rating Agencies that fall within different Categories that are two or more Categories apart, the relevant Category for purposes of determining the Applicable Rate shall be the Category that is one level above the Category for the lower (or the lowest, as the case may be) of such ratings; (ii) if at any time Moody’s and S&P shall not have in effect a rating for the Index Debt (other than by reason

of the circumstances referred to in the last sentence of this definition), the relevant Category for purposes of determining the Applicable Rate shall be Category 5; and (iii) if the ratings established or deemed to have been established by any Rating Agency for the Index Debt shall be changed (other than as a result of a change in the rating system of such Rating Agency), such change shall be effective as of the date on which it is first announced by such Rating Agency, irrespective of when notice of such change shall have been furnished by the Borrower to the Administrative Agent and the Lenders pursuant to Section 5.01 or otherwise. Each change in the Applicable Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's or S&P shall change, or if Moody's or S&P shall cease to be in the business of rating corporate debt obligations, the Borrower and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such Rating Agency and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined by reference to the rating of such Rating Agency most recently in effect prior to such change or cessation.

**"Approved Fund"** has the meaning assigned to such term in Section 10.04(b).

**"Arrangers"** means, collectively, GS Bank, J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and RBC Capital Markets in their capacities as joint lead arrangers and joint bookrunners.

**"Assignment and Assumption"** means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

**"Availability Period"** means the period from and including the Effective Date to but excluding the Availability Termination Date.

**"Availability Termination Date"** means the first to occur of (i) the consummation of the Acquisition, (ii) the date on which the Acquisition Agreement is validly terminated by the Borrower or with the Borrower's written consent in accordance with its terms and (iii) the Outside Date.

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

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

**"Bankruptcy Code"** means Title 11 of the United States Code entitled "Bankruptcy."

**"Bankruptcy Event"** means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, *provided* that a Bankruptcy



Event shall not result solely by virtue of (i) any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof or (ii) in the case of a solvent Lender, the precautionary appointment of an administrator, guardian, custodian or other similar official by a Government Authority or instrumentality thereof under or based on the law of the country where such Lender is subject to home jurisdiction supervision if applicable law requires that such appointment not be publicly disclosed, *provided, further*, in each case that such ownership interest or appointment does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“**Borrower**” has the meaning set forth in the introductory paragraph hereto.

“**Borrowing**” means Loans of the same Type that are made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

“**Borrowing Request**” means a request by the Borrower for a Borrowing in accordance with Section 2.03.

“**Bridge Commitment Letter**” means the Commitment Letter, dated as of December 13, 2015, among the Borrower, GS Bank and Goldman Sachs Lending Partners LLC, as amended, amended and restated, supplemented or modified (including pursuant to any joinder thereto) from time to time.

“**Bridge Facility**” means the senior unsecured bridge term loan credit facility of the Borrower in an aggregate principal amount of up to \$9,000,000,000 on the terms and conditions set forth in the Bridge Commitment Letter (or, to the extent the Bridge Facility Documentation shall have become effective, the Bridge Facility Documentation, as amended, amended and restated, supplemented or modified from time to time).

“**Bridge Facility Documentation**” has the meaning assigned to such term in the Bridge Commitment Letter.

“**Business Day**” means any day (a) that is not (i) a Saturday or a Sunday, (ii) any other day on which commercial banks in New York City are authorized or required by law to remain closed or (iii) any day on which interbank payments cannot be effected through the Federal Reserve Bank of New York’s Fedwire System and (b) if such day relates to a borrowing of, a payment or prepayment of principal of or interest on, a continuation or conversion of or into, or the Interest Period for, a Eurodollar Borrowing (or any notice with respect thereto), that is also a day on which banks are open for general business in London.

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

“**Change in Control**” means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange

Act and the rules of the SEC thereunder as in effect on the date hereof), of Equity Interests representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower; or (b) the acquisition of direct or indirect Control of the Borrower by any Person or group. Notwithstanding the foregoing, any such acquisition shall not constitute a change of control if (i) the Borrower becomes a direct or indirect wholly-owned subsidiary of a holding company, (ii)(A) the direct or indirect holders of the voting Equity Interests of such holding company immediately following such transaction are substantially the same as the holders of the Borrower's voting Equity Interests immediately prior to such transaction or (B) immediately following such transaction no Person or group (within the meaning of the Securities Exchange Act and the rules of the SEC thereunder as in effect on the date hereof) (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, beneficially or of record of more than 35% of the aggregate ordinary voting power represented by the issued and outstanding voting Equity Interests of such holding company and (iii) no Person or group other than such holding company shall have acquired Control of the Borrower.

**"Change in Law"** means the occurrence, after the date of this Agreement or (with respect to any Lender) such later date on which such Lender becomes a party to this Agreement, of: (a) the adoption of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority or (c) the compliance by any Lender (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after such date; *provided* that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

**"Change of Control Consent"** means a consent, waiver, amendment or modification of the Surviving Acquired Company Senior Notes, or the consummation of an offer to exchange the Surviving Acquired Company Senior Notes for new notes of the Borrower and a related consent solicitation, in each case to waive any default or change of control "put" provision thereunder that would otherwise be triggered by the Acquisition.

**"Change of Control Offer"** means a change of control offer with respect to the Surviving Acquired Company Senior Notes on terms that satisfy the requirement for a "Change of Control Offer" (or equivalent term) as defined in the applicable indentures governing the Surviving Acquired Company Senior Notes.

**"Charges"** has the meaning assigned to such term in Section 10.16.

**"Closing Date"** means the date on which the conditions specified in Section 4.02 are satisfied (or waived in accordance with Section 10.02); *provided* that in no event shall the Closing Date occur prior to March 31, 2016.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**“Commitment”** means, with respect to each Lender, the commitment, if any, of such Lender to make a Loan to the Borrower on the Closing Date pursuant to Section 2.01, as such commitment may be (a) reduced from time to time pursuant to Section 2.09 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The initial amount of each Lender’s Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption or other agreement pursuant to which such Lender shall have assumed its Commitment, as applicable. As of the Effective Date, the aggregate amount of the Lenders’ Commitments is \$1,500,000,000.

**“Commitment Fee”** has the meaning assigned to such term in Section 2.12(a).

**“Commitment Fee Termination Date”** means the earlier of (i) the Availability Termination Date and (ii) the Closing Date.

**“Company Material Adverse Effect”** has the meaning assigned to such term in the Acquisition Agreement as in effect on the date hereof.

**“Connection Income Taxes”** means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

**“Consolidated EBITDA”** means, for any period, Consolidated Net Income for such period plus, without duplication and to the extent deducted in determining such Consolidated Net Income for such period, the sum of (a) income tax expense, (b) interest expense, amortization or writeoff of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Loans), (c) depreciation and amortization expense, (d) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (e) non-cash extraordinary, unusual or non-recurring charges or losses (including restructuring charges) and (f) other cash restructuring charges not exceeding \$200,000,000 in the aggregate incurred at any time from and after the Effective Date, and *minus*, to the extent included in determining such Consolidated Net Income for such period, the sum of (a) interest income, (b) non-cash extraordinary, unusual or non-recurring income or gains (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, gains on the sales of assets outside of the ordinary course of business) and (c) any other non-cash income, all as determined on a consolidated basis. Notwithstanding the foregoing, for purposes of calculating the Interest Coverage Ratio, the Elmer’s Transaction Expenses and the Transaction Expenses shall not be added back in calculating Consolidated EBITDA.

**“Consolidated Interest Expense”** means, for any period and without duplication, total interest expense (including that attributable to Capital Lease Obligations) of the Borrower and its Subsidiaries for such period with respect to all outstanding Indebtedness of the Borrower and its Subsidiaries accrued or capitalized during such period (whether or not actually paid during such period) (including all commissions, discounts and other fees and charges owed with respect to standby letters of credit and bankers’ acceptance financing and net costs under Swap Agreements in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP), but excluding any interest expense for such period relating to quarterly or monthly income preferred securities, quarterly income capital securities or other similar securities. Notwithstanding the foregoing, for purposes of calculating the Interest Coverage Ratio, Consolidated Interest Expense shall not include the Elmer’s Transaction Expenses or the Transaction Expenses.

Notwithstanding the foregoing, Consolidated Interest Expense shall be calculated as follows for the following periods: (a) for the period ending on the end of the first full fiscal quarter beginning after the Closing Date, the product of Consolidated Interest Expense during the fiscal quarter ending on such date *multiplied by four*, (b) for the period ending on the end of the second full fiscal quarter beginning after the Closing Date, the product of Consolidated Interest Expense during such two fiscal quarter period ending on such date *multiplied by two*, and (c) for the period ending on the end of the third full fiscal quarter beginning after the Closing Date, the product of Consolidated Interest Expense during such three fiscal quarter period ending on such date *multiplied by four thirds*.

**“Consolidated Net Income”** means, for any period, the consolidated net income (or loss) of the Borrower and its Subsidiaries, determined on a consolidated basis in accordance with GAAP; *provided* that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of the Borrower or is merged into or consolidated with the Borrower or any of its Subsidiaries, (b) the income (or deficit) of any Person (other than a Subsidiary of the Borrower) in which the Borrower or any of its Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the Borrower or such Subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any Subsidiary of the Borrower to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any security issued by the Borrower or any of its Subsidiaries or of any agreement, instrument or other undertaking to which the Borrower or any of its Subsidiaries is a party or by which any of them or their respective property is bound (other than under the Loan Documents) or Requirement of Law applicable to such Subsidiary.

**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **“Controlling”** and **“Controlled”** have meanings correlative thereto.

**“Controlling Stock Disposition”** has the meaning assigned to such term in Section 6.04.

**“Debtor Relief Laws”** means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

**“Default”** means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

**“Default Rate”** means an interest rate equal to (i) the Alternate Base Rate *plus* (ii) the Applicable Rate, if any, applicable to ABR Loans *plus* (iii) 2.00% per annum; *provided, however*, that with respect to a Eurodollar Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan *plus* 2.00% per annum.

**“Defaulting Lender”** means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans or (ii) pay over to the Administrative Agent or any Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such

failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or the Administrative Agent in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Administrative Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its funding obligations hereunder, *provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's receipt of such certification in form and substance satisfactory to it (and the Administrative Agent shall promptly furnish a copy thereof to the Borrower), or (d) has become the subject of a Bankruptcy Event or a Bail-In Event.

**"Disposition"** has the meaning assigned to such term in Section 6.04(a)(E).

**"Disposition Period"** means, for any Disposition, a period of twelve months ending on the date of such Disposition.

**"Dollars"** or **"\$"** refers to lawful money of the United States of America.

**"Domestic Subsidiary"** means any Subsidiary of the Borrower that is incorporated under the laws of the United States of America or any State thereof or the District of Columbia.

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

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

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

**"Effective Date"** means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 10.02).

**"Eligible Assignee"** means any Person (other than any Ineligible Person) that meets the requirements to be an assignee under Section 10.04(b)(i) (subject to such consents, if any, as may be required thereunder).

**"Elmer's"** means Elmer's Products, Inc., a Delaware corporation.

**"Elmer's Acquisition"** means the acquisition by the Borrower, directly or indirectly, of all of the outstanding Equity Interests of Elmer's pursuant to that certain Share Purchase Agreement, dated as of October 2, 2015, by and among the Borrower, Elmer's and Berwind Consumer Products LLC, a Delaware limited liability company.

**“Elmer’s Transaction Expenses”** means the transaction expenses related to the Elmer’s Acquisition and the related transactions (including, without limitation, structuring fees, upfront fees and professional fees in connection with the associated bridge financing).

**“Environmental Laws”** means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters.

**“Environmental Liability”** means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

**“Equity Interests”** means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

**“ERISA Affiliate”** means any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

**“ERISA Event”** means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the failure by any Plan to meet the minimum funding standard of Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, in each case, whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

**“EU Bail-In Legislation Schedule”** means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

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

**“Event of Default”** has the meaning assigned to such term in Article 8.

**“Excluded Foreign Subsidiary”** means any Foreign Subsidiary; *provided*, however, that (x) the Administrative Agent and the Borrower may agree that, notwithstanding the foregoing, any such Foreign Subsidiary shall not be an “Excluded Foreign Subsidiary” and (y) no such Foreign Subsidiary shall be an “Excluded Foreign Subsidiary” if such Foreign Subsidiary has provided a Guarantee with respect to any debt for borrowed money of the Borrower or any of its Domestic Subsidiaries or the Acquired Company or any of its domestic subsidiaries.

**“Excluded Taxes”** means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. Federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to Taxes were payable either to such Lender’s assignor immediately before such Lender acquired the applicable interest in a Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient’s failure to comply with Section 2.17(f) and (d) any U.S. Federal withholding Taxes imposed under FATCA.

**“Existing Credit Agreement”** means the Credit Agreement, dated as of December 2, 2011, among the Borrower, the financial institutions from time to time party thereto, as lenders, and JPMCB, as administrative agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

**“Existing Credit Agreement Amendment”** means, collectively, (i) Amendment No. 4 to the Existing Credit Agreement, dated as of December 21, 2015, to conform the financial covenants set forth therein to those set forth herein and (ii) an amendment and restatement of the Existing Credit Agreement in order to, among other things, increase the aggregate commitments thereunder to up to \$1,250,000,000 and extend the maturity thereof.

**“Existing Notes”** means, collectively, the following debt instruments of the Borrower: (a) 2.050% Notes due 2017, issued pursuant to the 2012 Indenture; (b) 2.150% Notes due 2018, issued pursuant to the 2014 Indenture; (c) 6.25% Notes due 2018, issued pursuant to the 1995 Indenture; (d) 2.875% Notes due 2019, issued pursuant to the 2014 Indenture; (e) 4.70% Notes due 2020, issued pursuant to the 1995 Indenture; (f) 4.000% Notes due 2022, issued pursuant to the 2012 Indenture; (g) 4.000% Notes due 2024, issued pursuant to the 2014 Indenture; (h) 3.900% Notes due 2025, issued pursuant to the 2014 Indenture; and (i) 6.11% Notes due 2028, issued pursuant to the 1995 Indenture.

“**FATCA**” means current Sections 1471 through 1474 of the Code and any amended or successor version of such Sections that is substantially comparable to such Sections, any regulations with respect thereto or official administrative interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any applicable intergovernmental agreements with respect to the implementation of the foregoing, and any official interpretations thereof.

“**Federal Funds Effective Rate**” means, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day’s federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided, that, if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**Federal Reserve Board**” means the Board of Governors of the Federal Reserve System of the United States of America.

“**Financial Officer**” means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person.

“**Fitch**” means Fitch Investors Services, Inc.

“**Foreign Lender**” means a Lender that is not a U.S. Person.

“**Foreign Subsidiary**” means any Subsidiary of the Borrower that is not a Domestic Subsidiary.

“**GAAP**” means generally accepted accounting principles in the United States of America.

“**Governmental Authority**” means any nation or government, or state or political subdivision thereof, and any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“**GS Bank**” means Goldman Sachs Bank USA.

“**Guarantee**” of or by any Person (the “**guarantor**”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of



the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; *provided* that the term “**Guarantee**” shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee of any guarantor shall be deemed to be the lower of (i) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which such guarantor may be liable pursuant to the terms of the instrument embodying such Guarantee, unless such primary obligation and the maximum amount for which such guarantor may be liable are not stated or determinable, in which case the amount of such Guarantee shall be such guarantor’s maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

“**Guaranteed Obligations**” has the meaning assigned to such term in Section 7.01.

“**Guarantor**” means, subject to Section 10.17, each Person that has provided a Guarantee in respect of the Guaranteed Obligations, in each case from the date on which such Person has delivered to the Administrative Agent an executed counterpart of this Agreement, a Guarantor Joinder Agreement or comparable guaranty documentation reasonably satisfactory to the Administrative Agent, as the case may be.

“**Guarantor Joinder Agreement**” means a Guarantor Joinder Agreement among the Borrower, each applicable Guarantor and the Administrative Agent substantially in the Form of Exhibit C (and with such changes thereto as shall be necessary or appropriate as reasonably agreed to by the Administrative Agent and the Borrower).

“**Hazardous Materials**” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“**Impacted Interest Period**” has the meaning assigned to such term in the definition of “LIBO Rate.”

“**Indebtedness**” means, as to any Person at any date (without duplication): (a) indebtedness created, issued, incurred or assumed by such Person for borrowed money or evidenced by bonds, debentures, notes or similar instruments; (b) all obligations of such Person to pay the deferred purchase price of property or services, excluding, however, trade accounts payable (other than for borrowed money) arising in, and accrued expenses incurred in, the ordinary course of business of such Person so long as such trade accounts payable are paid within 120 days of the date the respective goods are delivered or the services are rendered; (c) all Indebtedness of others secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; (d) all Indebtedness of others guaranteed by such Person; (e) all Capital Lease Obligations; (f) reimbursement obligations of such Person (whether contingent or otherwise) in respect of bankers acceptances, surety or other bonds and similar instruments (other than commercial, standby or performance letters of credit); (g) unpaid reimbursement obligations of such Person (other than contingent obligations) in respect of commercial, standby or performance letters of credit; and (h) debt securities or obligations (including preferred debt securities) issued in connection with Permitted Securitizations included as indebtedness in accordance with GAAP on a consolidated balance sheet of such Person.

**“Indemnified Taxes”** means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

**“Indemnitee”** has the meaning assigned to such term in Section 10.03(b).

**“Index Debt”** means senior, unsecured, long-term Indebtedness for borrowed money of the Borrower that is not guaranteed by any other Person or subject to any other credit enhancement.

**“Ineligible Person”** has the meaning assigned to such term in Section 10.04(b).

**“Information”** has the meaning assigned to such term in Section 10.12.

**“Interest Coverage Ratio”** means, as at any date of determination thereof, the ratio of (a) Consolidated EBITDA for the period of four consecutive fiscal quarters ending on or most recently ended prior to such date to (b) Consolidated Interest Expense for such period; *provided* that for purposes of calculating the Interest Coverage Ratio, (x) the Elmer’s Transaction Expenses and the Transaction Expenses shall not be added back in calculating Consolidated EBITDA and (y) Consolidated Interest Expense shall not include the Elmer’s Transaction Expenses or the Transaction Expenses.

**“Interest Election Request”** means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.08.

**“Interest Payment Date”** means (a) with respect to any ABR Loan, the last day of each March, June, September and December and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period.

**“Interest Period”** means, with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months; *provided* that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Borrowing only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

**“Interpolated Rate”** means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period for which the LIBO Screen Rate is available (for the

applicable currency) that is shorter than the Impacted Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which that LIBO Screen Rate is available (for the applicable currency) that exceeds the Impacted Interest Period, in each case, at such time.

“**Investment Grade Rating Condition**” means that the Surviving Acquired Company Senior Notes shall have an “Investment Grade Rating” as defined in the applicable indentures governing the Surviving Acquired Company Senior Notes.

“**IRS**” means the United States Internal Revenue Service.

“**JPMCB**” means JPMorgan Chase Bank, N.A.

“**Lead Arranger**” means GS Bank, in its capacity as joint lead arranger and joint bookrunner.

“**Lenders**” means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption or any other agreement entered into hereunder pursuant to which such Person becomes a Lender, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

“**LIBO Rate**” means, with respect to any Eurodollar Borrowing for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for Dollars for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case the “**LIBO Screen Rate**”), at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; *provided* that if the LIBO Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement; *provided further* that if the LIBO Screen Rate shall not be available at such time for such Interest Period, but is available for periods shorter than and in excess of the applicable Interest Period with respect to the applicable currency (an “**Impacted Interest Period**”), then the LIBO Rate shall be the Interpolated Rate; *provided* that if any LIBO Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**LIBO Screen Rate**” has the meaning assigned to such term in the definition of “**LIBO Rate**.”

“**Lien**” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

“**Limited Conditionality Period**” has the meaning assigned to such term in the final paragraph of Article 8.

“**Loan Documents**” means this Agreement, each Guarantor Joinder Agreement, the promissory notes (if any) issued pursuant to Section 2.10 and the Administrative Agent Fee Letter.

“**Loan Parties**” means the Borrower and the Guarantors.

“**Loans**” means the loans made by the Lenders to the Borrower pursuant to this Agreement.

“**Margin Stock**” means margin stock within the meaning of Regulations T, U and X.

“**Material Adverse Effect**” means a material adverse effect on (a) the business, assets, operations or financial condition of the Borrower and the Subsidiaries taken as a whole, (b) the ability of any Loan Party to perform any of its material obligations under the Loan Documents to which it is a party or (c) the validity or enforceability of the rights of or benefits available to Administrative Agent and the Lenders under the Loan Documents.

“**Material Indebtedness**” means Indebtedness (other than the Loans), or obligations in respect of one or more Swap Agreements, of any one or more of the Borrower and its Subsidiaries in an aggregate principal amount exceeding \$125,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of the Borrower or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

“**Maturity Date**” means the third anniversary of the Closing Date (or, if such day is not a Business Day, the Maturity Date shall be the next preceding Business Day).

“**Maximum Rate**” has the meaning assigned to such term in Section 10.16.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Multiemployer Plan**” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“**Net Worth**” means, at any time, the consolidated Equity Interests of the Borrower and its Subsidiaries determined on a consolidated basis without duplication in accordance with GAAP.

“**Notes**” means up to \$9,600,000,000 in aggregate principal amount of senior unsecured notes of the Borrower pursuant to a Notes Offering as contemplated by the Bridge Commitment Letter.

“**Notes Offering**” means the issuance of the Notes pursuant to a registered public offering or Rule 144A or other private placement.

“**Obligations**” means, collectively, all of the Indebtedness, liabilities and obligations of any Loan Party to the Administrative Agent and/or the Lenders arising under this Agreement and the other Loan Documents, in each case whether fixed, contingent (including the obligations incurred as a guarantor), now existing or hereafter arising, created, assumed, incurred or acquired, and whether before or after the occurrence of any Event of Default under clause (h) or (i)

of Article 8 and including any obligation or liability in respect of any breach of any representation or warranty and all post-petition interest and funding losses, whether or not allowed as a claim in any proceeding arising in connection with such an event.

“**Other Connection Taxes**” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or any Loan Document).

“**Other Taxes**” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19(b)).

“**Outside Date**” means July 31, 2016 or such later date (in no event later than October 29, 2016) to which the “Outside Date” (as defined in the Acquisition Agreement) shall have been extended pursuant to Section 7.1(b) of the Acquisition Agreement as in effect on the date hereof.

“**Participant**” has the meaning assigned to such term in Section 10.04.

“**Participant Register**” has the meaning assigned to such term in Section 10.04(c).

“**Patriot Act**” has the meaning assigned to such term in Section 10.15.

“**PBGC**” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“**Permitted Encumbrances**” means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 5.04;

(b) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in compliance with Section 5.04;

(c) pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety, customs, reclamation and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article 8; and

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any Subsidiary;

*provided* that the term “Permitted Encumbrances” shall not include any Lien securing Indebtedness.

“**Permitted Securitization**” means one or more accounts receivable facilities, the obligations in respect of which are non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such facilities) to the Borrower and its Subsidiaries (other than a Receivables Subsidiary), pursuant to which the Borrower or a Subsidiary sells its accounts receivable to either (a) a Person that is not a Subsidiary or (b) a Receivables Subsidiary that in turn funds such purchase by purporting to sell its accounts receivable to a Person that is not a Subsidiary or by borrowing from such a Person or from another Receivables Subsidiary that in turn funds itself by borrowing from such a Person, in each case as amended, supplemented, amended and restated or otherwise modified from time to time.

“**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

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

“**Prime Rate**” means the rate of interest *per annum* publicly announced from time to time by JPMCB as its prime rate in effect at its office located at 270 Park Avenue, New York, New York; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective; *provided* that if the Prime Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**Pro Forma Basis**” means:

(a) any Specified Transaction during the applicable reference period or, other than for purposes of calculating the ratios set forth in Section 6.06 or Section 6.07, subsequent to the reference period and on or prior to the date of determination, will be given pro forma effect as if it had occurred on the first day of such reference period; and

(b) any Indebtedness incurred (including by assumption or guarantee) or repaid (including by redemption, repayment, retirement or extinguishment) in connection with a Specified Transaction during the applicable reference period or, other than for purposes of calculating the ratios set forth in Section 6.06 or Section 6.07, subsequent to the reference period and on or prior to the date of determination shall be given pro forma effect as if it had occurred on the first day of such reference period (in the case of the Interest Coverage Ratio) or on the last day of such reference period (in the case of the ratio of Total Indebtedness to Total Capital).

“**Quarterly Dates**” means the last Business Day of March, June, September and December in each year, the first of which shall be the first such day after the date hereof.

**“Rating Agency”** means Moody’s, S&P or Fitch.

**“Receivables Subsidiary”** means any Subsidiary formed for the purpose of facilitating or entering into one or more Permitted Securitizations and that in each case engages only in activities reasonably related or incidental thereto; *provided* that the Equity Interests of each Receivables Subsidiary shall at all times be 100% owned, directly or indirectly, by a Loan Party.

**“Recipient”** means (a) the Administrative Agent and (b) any Lender, as applicable.

**“Register”** has the meaning assigned to such term in Section 10.04.

**“Related Parties”** means, with respect to any specified Person, such Person’s Affiliates and the respective partners, members, directors, officers, employees, agents, advisors and controlling persons (if any) of such Person and such Person’s Affiliates.

**“Required Lenders”** means, at any time, Lenders having Loans and unused Commitments representing more than 50% of the sum of all outstanding Loans and unused Commitments at such time.

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

**“Responsible Officer”** means, with respect to any Person, the chief executive officer, president, any executive vice president, or any Financial Officer of such Person and, solely for purposes of the delivery of incumbency certificates pursuant to Section 4.01, the secretary or any assistant secretary of the applicable Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of any Person shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Person and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Person.

**“S&P”** means Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business, and its successors and assigns.

**“Sanctioned Country”** means, at any time, a country or territory which is itself the subject or target of any Sanctions.

**“Sanctioned Person”** means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled or 50% or more owned by any such Person or group of such Persons described in the foregoing clause (a) or (b).

**“Sanctions”** means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or any member state thereof, or Her Majesty’s Treasury of the United Kingdom.

“SEC” means the United States Securities and Exchange Commission or any successor agency.

“Securities Exchange Act” means Securities Exchange Act of 1934, as amended.

“Significant Subsidiary” means, at any time, (a) any Subsidiary that is a Borrower under the Existing Credit Agreement or (b) any other Subsidiary of the Borrower if the revenues of such Subsidiary and its Subsidiaries for the four consecutive fiscal quarters of such Subsidiary most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and whether or not such Person was a Subsidiary of the Borrower during all or any part of the fiscal period of the Borrower referred to below) exceed an amount equal to 5% of the total revenues of the Borrower and its Subsidiaries for the four consecutive fiscal quarters of the Borrower most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and including such Subsidiary and its Subsidiaries on a pro forma basis if such Subsidiary was not a Subsidiary of the Borrower).

“Solvency Certificate” means a certificate in the form of Exhibit F or any other form approved by the Administrative Agent.

“Solvent” means, with respect to any Person on any date, that, as of such date, (a) the fair value and the present fair saleable value of any and all property of such Person and its subsidiaries, on a consolidated basis, is greater than the probable liability on existing debts of such Person and its subsidiaries, on a consolidated basis, as they become absolute and matured (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing as of such date, represents the amount that can reasonably be expected to become an actual or matured liability); (b) such Person and its subsidiaries, on a consolidated basis, are able to pay their debts (including, without limitation, contingent and subordinated liabilities) as they become absolute and mature (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing as of such date, represents the amount that can reasonably be expected to become an actual or matured liability); (c) such Person and its subsidiaries, on a consolidated basis, are otherwise “solvent” within the meaning given that term and similar terms under applicable laws relating to fraudulent transfers and conveyances; (d) such Person and its subsidiaries, on a consolidated basis, do not intend to, nor do they believe that they will, incur debts that would be beyond their ability to pay as such debts mature; and (e) such Person and its subsidiaries are not engaged in businesses or transactions, nor are they about to engage in businesses or transactions, for which any property remaining would, on a consolidated basis, constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which they are engaged.

“Specified Representations” means the representations and warranties of the Borrower set forth in Sections 3.01 (solely as it relates to valid existence), 3.02 (solely as it relates to (i) corporate power of the Borrower and the Guarantors to enter into the Loan Documents, (ii) due execution and delivery of the Loan Documents by the Borrower and the Guarantors and (iii) enforceability as against the Borrower and the Guarantors of the Loan Documents), 3.03(b) (solely as it relates to no contravention of the charter, by-laws or other organizational documents of the Borrower and the Guarantors), 3.03(c) (solely as it relates to the Existing Credit Agreement and any debt instrument governing Indebtedness for borrowed money in an aggregate principal amount exceeding \$250,000,000), 3.07, 3.11, 3.15 (solely as it relates to the use of proceeds of the Loans), 3.16 and 3.17.



“**Specified Transaction**” means any (a) disposition of all or substantially all the assets of or all the Equity Interests of any Subsidiary of the Borrower or of any product line, business unit, line of business or division of the Borrower or any of its Subsidiaries or (b) acquisition of all or substantially all the assets of any Person, or of any product line, business unit, line of business or division of any Person, or acquisition of the Equity Interests of any Person that will become a Subsidiary of the Borrower after giving effect to such acquisition.

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

“**subsidiary**” means, with respect to any Person (the “**parent**”) at any date, any corporation, partnership, limited liability company or other entity of which at least a majority of the outstanding shares of stock or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, partnership, limited liability company or other entity (irrespective of whether or not at the time stock or other ownership interests of any other class or classes of such corporation, partnership, limited liability company or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or Controlled by such Person and/or one or more of the subsidiaries of such Person. “**Wholly-Owned Subsidiary**” means any such corporation, partnership, limited liability company or other entity of which all such shares or other ownership interests, other than directors’ qualifying shares or shares held by nominees to satisfy any requirement as to minimum number of shareholders, are so owned or Controlled.

“**Subsidiary**” means any subsidiary of the Borrower.

“**Surviving Acquired Company Senior Notes**” means the Acquired Company 3.75% Senior Notes and the Acquired Company 5.00% Senior Notes.

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

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

“**Total Capital**” means the sum of (a) Net Worth *plus* (b) Total Indebtedness.

“**Total Consolidated Assets**” means, at any time, the total assets of the Borrower and its Subsidiaries determined on a consolidated basis without duplication in accordance with GAAP and based upon the total of all assets of the Borrower and its Subsidiaries at such time appearing on the most recent consolidated balance sheet of the Borrower furnished to the Lenders pursuant to Section 3.04, Section 5.01(a) or 5.01(b), as the case may be.

“**Total Indebtedness**” means, as at any time, the total Indebtedness of the Borrower and its Subsidiaries determined on a consolidated basis without duplication.

“**Transaction Expenses**” means the transaction expenses related to the Acquisition and the related transactions (including, without limitation, structuring fees, upfront fees and professional fees in connection with the Bridge Facility).

“**Transactions**” means, collectively, (i) the consummation of the Acquisition, (ii) the execution, delivery and performance by each Loan Party of this Agreement and the other Loan Documents to which it is a party, and the borrowing of Loans hereunder and the use of the proceeds thereof, (iii) the Notes Offering, (iv) the entry (if any) into the Bridge Facility, (v) any solicitation for, or offer in respect of, the Change of Control Consent, (vi) to the extent that the Change of Control Consent shall not be obtained, any Change of Control Offer, (vii) the Acquired Business Debt Refinancing, (viii) the Existing Credit Agreement Amendment and (ix) the other transactions related to the foregoing.

“**Type**”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

“**U.S. Person**” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“**U.S. Tax Compliance Certificate**” has the meaning assigned to such term in Section 2.17(f)(ii)(B)(3).

“**Wholly-Owned Subsidiary**” shall have the meaning assigned to such term in the definition of “**subsidiary**”.

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

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

Section 1.02. *Types of Loans and Borrowings*. For purposes of this Agreement, Loans may be referred to by Type (e.g., a “Eurodollar Loan”). Borrowings also may be referred to by Type (e.g., a “Eurodollar Borrowing”).

Section 1.03. *Terms Generally.* The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 1.04. *Accounting Terms; GAAP.* Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; *provided* that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. For the avoidance of doubt, it is agreed that for all purposes under this Agreement, Capital Lease Obligations shall be calculated in accordance with GAAP as of the Closing Date unless otherwise agreed by the Borrower and the Required Lenders. Except as expressly provided for in the definition of “Consolidated Interest Expense”, the ratios specified in Section 6.06 and Section 6.07 and any determination of Total Consolidated Assets shall be calculated on a Pro Forma Basis.

## ARTICLE 2 THE CREDITS

Section 2.01. *Commitments.* Subject to the terms and conditions set forth herein, each Lender agrees to make a single Loan to the Borrower in Dollars on the Closing Date in an aggregate principal amount up to the amount of such Lender’s Commitment. Loans may not be reborrowed once repaid or prepaid. The Commitment of each Lender shall automatically expire on the earlier of (x) the Closing Date and (y) the Availability Termination Date (in each case after giving effect to any Loans made pursuant to this Section 2.01 on such date). Unless an earlier maturity is provided for hereunder, all Loans shall mature and be due and payable on the Maturity Date.

### Section 2.02. *Loans and Borrowings.*

(a) *Obligations of Lenders.* Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective

Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; *provided* that the Commitments of the Lenders are several and not joint and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) *Types of Loans*. Subject to Section 2.14, (i) each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans, as the Borrower may request in accordance herewith.

(c) *Minimum Amounts; Limitation on Number of Borrowings*. At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000. Borrowings of more than one Type may be outstanding at the same time; *provided* that there shall not at any time be more than a total of 20 Eurodollar Borrowings outstanding.

(d) *Limitation on Interest Periods*. Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

Section 2.03. *Requests for Borrowings*. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, on the date of the proposed Borrowing (which shall be a Business Day). Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by delivery to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

- (i) the aggregate amount of such Borrowing;
- (ii) the date of such Borrowing, which shall be a Business Day;
- (iii) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;
- (iv) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and
- (v) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.07.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, the requested Borrowing shall be made instead as an ABR Borrowing. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04. [Reserved].

Section 2.05. [Reserved].

Section 2.06. [Reserved].

Section 2.07. *Funding of Borrowings.*

(a) *Funding by Lenders.* Each Lender shall make the Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by (x) 12:00 noon, New York City time, in the case of Eurodollar Loans or (y) 1:00 p.m., New York City time, in the case of ABR Loans, in each case to the Administrative Agent at the Administrative Agent's Office most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower maintained with the Administrative Agent in New York City or London, as applicable, or otherwise in accordance with the Borrower's instructions, in each case as set forth in the applicable Borrowing Request.

(b) *Presumption by Administrative Agent.* Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

Section 2.08. *Interest Elections.*

(a) *Elections by the Borrower for Borrowings.* Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) *Notice of Elections.* To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Borrower.

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

- (i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);
- (ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;
- (iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and
- (iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

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

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

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period therefor.

Section 2.09. *Termination and Reduction of Commitments.*

(a) *Scheduled Termination.* Unless previously terminated, the Commitments shall terminate on the earlier of (x) the Closing Date and (y) the Availability Termination Date (in each case after giving effect to any Loans made pursuant to Section 2.01 on such date).

(b) *Voluntary Termination or Reduction.* The Borrower may at any time terminate, or from time to time reduce, the Commitments; *provided* that each reduction of the Commitments shall be in an amount that is an integral multiple of \$5,000,000 and not less than \$5,000,000.

(c) *Notice of Voluntary Termination or Reduction.* The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; *provided* that a notice of termination or reduction of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

Section 2.10. *Repayment of Loans; Evidence of Debt.*

(a) *Repayment.* The Borrower hereby unconditionally promises to repay to the Administrative Agent for the ratable account of each Lender (i) on each Quarterly Date after the Closing Date but on or before the second anniversary of the Closing Date, an installment of principal in an amount equal to 1.25% of the aggregate principal amount of the Loans made on the Closing Date, (ii) on the second Quarterly Date after the second anniversary of the Closing Date, an installment of principal in an amount equal to 45.0% of the aggregate principal amount of the Loans made on the Closing Date and (iii) on the Maturity Date, the then unpaid principal amount of the Loans outstanding on such date.

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

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

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

(e) *Promissory Notes.* Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns), in substantially the form of Exhibit E (with such changes thereto as shall be approved by the Administrative Agent). Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

Section 2.11. *Optional Prepayment of Loans.*

(a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing made by it in whole or in part, subject to prior notice in accordance with paragraph (b) of this Section.

(b) The Borrower shall notify the Administrative Agent by telephone (confirmed by teletype) of any prepayment pursuant to this Section 2.11 (i) in the case of prepayment of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment and (ii) in the case of prepayment of an ABR Borrowing, not later than 12:00 a.m., New York City time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; *provided* that a notice of prepayment delivered by the Borrower may state that such notice is conditioned upon the occurrence of a specified event, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any notice of prepayment, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing as provided in Section 2.02. Each prepayment pursuant to this Section 2.11 shall be applied ratably to the remaining scheduled installments of principal in the order directed by the Borrower in the notice of prepayment (and, absent such direction, in direct order of maturity). Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13. The application of any prepayment pursuant to this Section 2.11 shall be made, *first*, to ABR Loans (if applicable) and, *second*, to Eurodollar Loans.

Section 2.12. *Fees.*

(a) *Commitment Fee.* The Borrower agrees to pay to the Administrative Agent for the ratable benefit of the Lenders a commitment fee (the “**Commitment Fee**”), which shall accrue at the rate per annum specified in the grid below on the daily undrawn amount of the Commitments during the period from and including the Effective Date to but excluding the Commitment Fee Termination Date:

	<b>Index Debt Ratings Moody's/S&amp;P/Fitch</b>	<b>Commitment Fee Rate</b>
<b>Category 1</b>	Baa1/BBB+/BBB+ or better	0.15%
<b>Category 2</b>	Baa2/BBB/BBB	0.175%
<b>Category 3</b>	Baa3/BBB-/BBB-	0.225%
<b>Category 4</b>	Ba1/BB+/BB+	0.30%
<b>Category 5</b>	Ba2/BB/BB or lower	0.375%

Accrued Commitment Fees shall be payable in arrears on each Quarterly Date and on the Commitment Fee Termination Date. The Commitment Fee shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).



(b) *Upfront Fee.* The Borrower agrees to pay to the Administrative Agent for the account of each Lender on the Closing Date a non-refundable upfront fee (the “**Upfront Fee**”) in an aggregate amount equal to 0.15% of the principal amount of the Loan made by such Lender on the Closing Date. The Upfront Fees shall be earned and payable on the Closing Date.

(c) *Administrative Agent’s Fees.* The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(d) *Payment of Fees.* All fees payable hereunder shall be paid on the dates due, in Dollars and in immediately available funds, to the Administrative Agent for distribution, in the case of Commitment Fees and Upfront Fees, to the applicable Lenders. Fees paid, to the extent due and payable under any Loan Document, shall not be refundable under any circumstances.

Section 2.13. *Interest.*

(a) *ABR Loans.* The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) *Eurodollar Loans.* The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) *Default Interest.* Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at the applicable Default Rate.

(d) *Payment of Interest.* Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) *Computation.* All interest hereunder shall be computed on the basis of a year of 360 days (except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.14. *Alternate Rate of Interest.* If prior to the commencement of the Interest Period for any Eurodollar Borrowing:

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

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

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

Section 2.15. *Increased Costs.*

(a) *Increased Costs Generally.* If any Change in Law shall:

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

(ii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender; or

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

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

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

(c) *Certificates from Lenders.* A certificate of a Lender setting forth in reasonable detail the basis for the claim and the computation of the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 90 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; *provided further* that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 90-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.16. *Break Funding Payments.* In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(b) and is revoked in accordance therewith) or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate or the LIBO Rate, as applicable, that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in Dollars of the affected Eurodollar Loan of a comparable amount and period from other banks in the Eurodollar market. A certificate of any Lender setting forth in reasonable detail the basis for the claim and the computation of any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 2.17. *Taxes.*

(a) *Payments Free of Taxes.* Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with

applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) *Payment of Other Taxes.* Each Loan Party shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) *Evidence of Payments.* As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) *Indemnification by Loan Parties.* The Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth in reasonable detail the basis for the claim and the computation of the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) *Indemnification by Lenders.* Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the applicable Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of such Loan Party to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) *Status of Lenders.* (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower

or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.17(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the applicable Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that any Loan Party is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit D-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS

Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-2 or Exhibit D-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the applicable Loan Party or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the applicable Loan Party and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) *Treatment of Certain Refunds.* If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay

to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) *Survival*. Each party's obligations under this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(i) For purposes of determining withholding Taxes imposed under FATCA, from and after the effective date of the Amendment, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) this Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

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

(a) *Payments*. Each Loan Party shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to 12:00 noon, New York City time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at the Administrative Agent's Office, except that payments pursuant to Sections 2.15, 2.16, 2.17 and 10.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All amounts owing under this Agreement or under any other Loan Document (except to the extent otherwise provided therein) are payable in Dollars.

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

(c) *Sharing of Payments by Lenders*. If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the

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

(d) *Presumptions of Payment.* Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) *Certain Deductions by Administrative Agent.* If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.07(b), 2.18(d) or 10.03(c), then the Administrative Agent may, in its discretion and notwithstanding any contrary provision hereof, (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid, and/or (ii) hold such amounts in a segregated account over which the Administrative Agent shall have exclusive control as cash collateral for, and application to, any future funding obligations of such Lender under any such Section, in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

#### Section 2.19. *Mitigation Obligations; Replacement of Lenders.*

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



(b) *Replacement of Lenders.* If any Lender requests compensation under Section 2.15, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or if any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.15 or 2.17) and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment); *provided* that (i) the Administrative Agent shall have consented to such Eligible Assignee to the extent consent would be required under the terms of Section 10.04(b) in connection with an assignment to such Eligible Assignee (which consents shall not be unreasonably withheld), (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Section 2.20. *Defaulting Lenders.* Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the Commitment of such Defaulting Lender pursuant to Section 2.12(a); and

(b) the Commitment and Loans of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.02), except that (i) the Commitment(s) of any Defaulting Lender may not be increased or extended, or the maturity of any of its Loans may not be extended, the rate of interest on any of its Loans may not be reduced and the principal amount of any of its Loans may not be forgiven, in each case without the consent of such Defaulting Lender and (ii) any amendment, waiver or consent requiring the consent of all the Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than the other affected Lenders shall require the consent of such Defaulting Lender.

In the event that the Administrative Agent and the Borrower each agree in writing that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, such Lender shall cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and *provided, further,* that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to a Lender will constitute a waiver or release of any claim of any party hereunder arising from that such Lender's having been a Defaulting Lender.

ARTICLE 3  
REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Lenders, as of the Effective Date (other than in the case of Section 3.04(a)(ii) and Section 3.17) and as of the Closing Date (in the case of the representations and warranties made on the Closing Date, immediately after giving effect to the Transactions occurring on or before the Closing Date), that:

Section 3.01. *Corporate Existence; Powers.* Each of the Borrower and its Significant Subsidiaries and each other Loan Party is duly organized, validly existing and in good standing (to the extent such concept is recognized in such jurisdiction) under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

Section 3.02. *Corporate Action; Enforceability.* The Transactions are within each Loan Party's corporate powers and have been duly authorized by all necessary corporate and, if required, stockholder action. This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party party hereto and constitutes a legal, valid and binding obligation of the respective Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.03. *Governmental Approvals; No Conflicts.* The execution, delivery and performance of the Loan Documents by the Borrower and the Guarantors (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Borrower or any of its Subsidiaries or any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Borrower or any of its Subsidiaries or its assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Subsidiaries, and (d) will not result in the creation or imposition of any Lien (other than a Lien otherwise permitted hereunder) on any asset of the Borrower or any of its Subsidiaries.

Section 3.04. *Financial Condition; No Material Adverse Change.*

(a) *Financial Condition.* As of (i) the Effective Date, the Borrower has furnished to the Lenders U.S. GAAP audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of (x) the Borrower and its Subsidiaries and (y) the Acquired Business, in each case for the fiscal years ended 2012, 2013, 2014 and (ii) the Closing Date, the Borrower has furnished to the Lenders (A) U.S. GAAP audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of (x) the Borrower and its Subsidiaries and (y) the Acquired Business, in each case for the three most recent fiscal years ended at least 60 days prior to the Closing Date and (B) U.S. GAAP unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash

flows of the Borrower and its Subsidiaries and the Acquired Business for each subsequent fiscal quarter (other than the fourth fiscal quarter) ended after the last fiscal year for which financial statements have been delivered under clause (ii)(A) above and ended at least 40 days before the Closing Date. Such financial statements present fairly the financial position and results of operations and cash flows of the Borrower and its Subsidiaries or the Acquired Business, as the case may be, as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii)(B) above.

(b) *No Material Adverse Change.* Since December 31, 2014, there has been no material adverse change in the business, assets, operations or condition, financial or otherwise, of the Borrower and its Subsidiaries, taken as a whole.

Section 3.05. *Litigation and Environmental Matters.*

(a) *Actions, Suits and Proceedings.* There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened in writing against or affecting the Borrower or any of its Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve this Agreement or the execution, delivery or performance thereof by the Loan Parties.

(b) *Environmental Matters.* Except with respect to any matters that, individually or in the aggregate, would not result in a Material Adverse Effect, neither the Borrower nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) to the knowledge of the Borrower, has become subject to any Environmental Liability or (iii) has received written notice of any claim with respect to any Environmental Liability.

Section 3.06. *Compliance with Laws and Agreements.* Each of the Borrower and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, would not result in a Material Adverse Effect. No Default has occurred and is continuing.

Section 3.07. *Investment Company Status.* Neither the Borrower nor any of its Subsidiaries is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940.

Section 3.08. *Taxes.* Each of the Borrower and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

Section 3.09. *ERISA.* No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.10. *Disclosure.* The Borrower has disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of the Borrower to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that, with respect to projected financial information and the pro forma financial statements delivered hereunder, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

Section 3.11. *Use of Credit.* The proceeds of the Loans will be used only (x) to pay a portion of the cash consideration for the Acquisition and (y) to pay all or a portion of the Transaction Expenses. Neither the Borrower nor any of its Subsidiaries is engaged, nor will it or any of them engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Federal Reserve Board, including Regulations T, U and X.

Section 3.12. *Existing Agreements.* Schedule 3.12 hereto is a complete and correct list, as of the date hereof, of each credit agreement, loan agreement, indenture, note purchase agreement, Guarantee or other arrangement (other than a letter of credit) providing for or otherwise relating to any extension of credit (or commitment for any extension of credit) to, or Guarantee by, the Borrower or any of its Subsidiaries, the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) \$50,000,000 and the aggregate principal or face amount outstanding or which may become outstanding under each such arrangement is correctly described (as of December 31, 2015) in said Schedule 3.12.

Section 3.13. *Subsidiaries.* As of the date hereof, each of the Borrower and its Subsidiaries owns, free and clear of Liens, and has the unencumbered right to vote all of its Equity Interests in, each Subsidiary held by it and all of the issued and outstanding Equity Interests of each such Subsidiary is validly issued, fully paid and nonassessable. Schedule 3.13 hereto is a complete and correct list, as of the date hereof, of all Significant Subsidiaries of the Borrower.

Section 3.14. *Guarantor Approvals.* No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority that have not been obtained by the time any Subsidiary of the Borrower becomes a Guarantor are necessary for the execution, delivery or performance by such Subsidiary of this Agreement, any Guarantor Joinder Agreement or any other Loan Documents to which it is party or for the validity or enforceability thereof.

Section 3.15. *Anti-Corruption Laws and Sanctions.* The Borrower has implemented and maintains in effect policies and procedures designed to promote and achieve compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions. The Borrower, its Subsidiaries and their respective officers, directors and employees and, to the knowledge of the Borrower, its and its Subsidiaries' respective agents, are in compliance with the Patriot Act, Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any Subsidiary or any of

their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Transaction contemplated by this Agreement will violate the Patriot Act, Anti-Corruption Laws or applicable Sanctions.

Section 3.16. *No Specified Default.* No Event of Default set forth in paragraphs (a), (b), (h) or (i) of Article 8 has occurred and is continuing.

Section 3.17. *Solvency.* As of the Closing Date and immediately after giving effect to the Transactions occurring on or before the Closing Date, the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

#### ARTICLE 4 CONDITIONS

Section 4.01. *Effective Date.* This Agreement shall become effective upon the satisfaction (or waiver in accordance with Section 10.02) of the following conditions:

(a) *Executed Counterparts.* The Administrative Agent (or its counsel) shall have received from each party hereto (including any Person required to become a Guarantor on the Effective Date) either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(b) *Corporate Documents.* The Administrative Agent shall have received such certificates of resolutions or other action and incumbency certificates of Responsible Officers of each Loan Party (including any Person required to become a Guarantor on the Effective Date) as the Administrative Agent may require evidencing the authorization of this Agreement and the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents, copies of the organizational documents of each of the Loan Parties certified by a Responsible Officer of each such Loan Party as being true and complete, and certificates as of a recent date of the good standing of each Loan Party under the laws of its jurisdictions of organization, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(c) *Officer's Certificate.* The Administrative Agent shall have received a certificate, dated the Effective Date and signed by a Responsible Officer of the Borrower, certifying that (i) the representations and warranties of the Loan Parties in this Agreement made on the Effective Date are true and correct in all material respects (except in the case of such representations and warranties that are qualified by materiality, which shall be true and correct in all respects) on and as of the Effective Date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such date) and (ii) the effectiveness of this Agreement constitutes the entry into "Qualifying Term Loans" for purposes of the Bridge Facility.

(d) *Payment of Fees, Etc.* The Administrative Agent, the Lenders and the Lead Arranger shall have received all fees and other amounts due and payable by the Borrower in connection herewith on or prior to the Effective Date, including, to the extent invoiced at least three Business Days prior to the Effective Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder.

(e) *Patriot Act, Etc.* To the extent requested by the Administrative Agent or any Lender at least 10 Business Days prior to the Effective Date, the Administrative Agent or such Lender, as the case may be, shall have received, no later than three Business Days prior to the Effective Date, all documentation and other information required by regulatory authorities under the Patriot Act and other applicable “know your customer” and anti-money laundering rules and regulations.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

Section 4.02. *Closing Date.* The obligation of each Lender to make a Loan on the Closing Date is subject to the satisfaction (or waiver in accordance with Section 10.02) of the following conditions; *provided* that the Closing Date shall in no event occur prior to March 31, 2016:

(a) The Effective Date shall have occurred.

(b) The Acquisition shall have been consummated on or prior to the Outside Date and substantially concurrently with the making of the Loans hereunder in accordance with the Acquisition Agreement giving effect to amendments, modifications, supplements, consents, waivers or requests other than those amendments, modifications, supplements, consents waivers or requests (including the effects of such requests) by the Borrower that are materially adverse to the interests of the Lenders without the Lead Arranger’s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) The Lead Arranger and the Administrative Agent shall have received (i) U.S. GAAP audited consolidated balance sheets and related statements of income, stockholders’ equity and cash flows of each of (x) the Borrower and its Subsidiaries and (y) the Acquired Business, in each case for the three most recent fiscal years ended at least 60 days prior to the Closing Date (it being understood that the Lead Arranger and the Administrative Agent have received such audited financial statements for the Borrower and the Acquired Business for the fiscal years ended 2012, 2013 and 2014 and that, with respect to such audited financial information for any subsequent fiscal year, such information shall be deemed delivered through the filing by the Borrower or the Acquired Business, as the case may be, of its annual report on Form 10-K with respect to such fiscal year with the SEC), (ii) U.S. GAAP unaudited consolidated balance sheets and related statements of income, stockholders’ equity and cash flows of the Borrower and its Subsidiaries and the Acquired Business for each subsequent fiscal quarter (other than the fourth fiscal quarter) ended after the last fiscal year for which financial statements have been delivered under clause (i) above and ended at least 40 days before the Closing Date (it being agreed that, with respect to such unaudited financial statements for any fiscal quarter, such information shall be deemed delivered through the filing by the Borrower or the Acquired Business, as the case may be, of its quarterly report on Form 10-Q with respect to each such fiscal quarter with the SEC) and (iii) to the extent that the Securities and Exchange Commission would require it in a registered offering of the Notes on Form S-3 (or if the Borrower is no longer eligible to use Form S-3, a registered offering of the Notes on Form S-1), customary pro forma balance sheet and statements of income for the most recently completed four fiscal quarter period ended at least 40 days before the Closing Date (or 60 days before the Closing Date in the case of the fourth fiscal quarter), giving effect to the Transactions as if such Transactions had occurred at the beginning of such period; *provided* that in each case the financial statements required to be delivered by this Section 4.02(c) shall meet the requirements of Regulation S-X under the Securities Act of 1933, as amended, and all other accounting rules and regulations of the SEC promulgated thereunder applicable to a registration statement under such Act on Form S-3 (or if the Borrower is no longer eligible to use Form S-3, a registered offering of the Notes on Form S-1).

(d) The Administrative Agent shall have received the following:

(i) from each Person required to become a Guarantor on the Closing Date, either (A) a counterpart of a Guarantor Joinder Agreement (or comparable guaranty documentation reasonably satisfactory to the Administrative Agent) signed on behalf of such Person or (B) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of a Guarantor Joinder Agreement) that such Person has signed a counterpart of a Guarantor Joinder Agreement (or comparable guaranty documentation reasonably satisfactory to the Administrative Agent);

(ii) to the extent not already delivered pursuant to Section 4.01, such certificates of resolutions or other action and incumbency certificates of Responsible Officers of each Loan Party (including any Person required to become a Guarantor on the Closing Date) as the Administrative Agent may require evidencing the authorization of this Agreement and the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents, copies of the organizational documents of each of the Loan Parties certified by a Responsible Officer of each such Loan Party as being true and complete, and certificates as of a recent date of the good standing of each Loan Party under the laws of its jurisdictions of organization, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel;

(iii) a certificate, dated the Closing Date and signed by a Responsible Officer of the Borrower, certifying that as of such date, each of the conditions precedent to the Closing Date set forth in Sections 4.02(b), (g), (h) and (i) has been, or substantially contemporaneously with the making of the Loans hereunder shall be, satisfied;

(iv) a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Closing Date) of (A) Jones Day, counsel for the Loan Parties (including any Person required to become a Guarantor on the Closing Date) and (B) the General Counsel of each such Loan Party, in each case in form and substance satisfactory to the Administrative Agent (and such Loan Parties hereby request such counsel to deliver such opinions);

(v) a written Borrowing Request in accordance with Section 2.03, signed by a Responsible Officer of the Borrower; and

(vi) a Solvency Certificate, dated the Closing Date and signed by a Financial Officer of the Borrower.

(e) The Administrative Agent shall have received, or, to the extent payable on the Closing Date, shall receive substantially contemporaneously with the making of the Loans hereunder, for the account of the Lead Arranger and the Lenders, the Upfront Fee and all fees and invoiced expenses required to be paid on or prior to the Closing Date pursuant to this Agreement, in each case to the extent invoiced at least three business days prior to the Closing Date.

(f) The Lenders shall have received, at least three Business Days prior to the Closing Date, to the extent not already delivered pursuant to Section 4.01, all documentation and other information required by United States regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the Patriot Act to the extent such documentation and other information is reasonably requested in writing to the Borrower at least ten business days prior to the Closing Date.

(g) The Acquired Business Debt shall have been (or substantially contemporaneously with the making of the Loans hereunder, shall be) repaid, discharged or redeemed, all commitments thereunder (if any) terminated, and all security interests and guarantees in connection therewith shall have been terminated and released through customary payoff and release letters; *provided* that, so long as the Investment Grade Rating Condition is satisfied as of the Closing Date, the foregoing conditions shall not apply to any series of Surviving Acquired Company Senior Notes if (x) either the Change of Control Consent or the Change of Control Offer shall have been commenced with respect to such series of Surviving Acquired Company Senior Notes on or prior to the Closing Date or (y) the Borrower shall have notified the Administrative Agent that it intends to commence either the Change of Control Consent or the Change of Control Offer with respect to such series of Surviving Acquired Company Senior Notes within five days following the Closing Date; *provided, further*, that the foregoing conditions shall not apply to the Acquired Business Receivables Facility to the extent that, on or prior to the Closing Date (immediately prior to giving effect to the Acquisition), the Borrower shall have obtained all consents, waivers, amendments or modifications in respect of the Acquired Business Receivables Facility, in each case that are necessary to waive any default, acceleration or termination provision thereunder that would otherwise be triggered by the Acquisition.

(h) As of the Closing Date, (i) except (A) as set forth in any Company Filed SEC Document (as defined in the Acquisition Agreement) (excluding any disclosures in any risk factors section that do not constitute statements of fact, disclosures in any forward-looking statements disclaimer and other disclosures that are generally cautionary, predictive or forward-looking in nature) or (B) disclosed in the Company Disclosure Letter (as defined in the Acquisition Agreement), there shall have been no fact, circumstance, effect, change, event or development that, individually or in the aggregate, have had or would reasonably be expected to have a Company Material Adverse Effect since December 31, 2014 and (ii) there shall not have occurred any events that, individually or in the aggregate, have had or would reasonably be expected to have a Company Material Adverse Effect since December 13, 2015.

(i) Each of (i) the Acquisition Agreement Representations shall be true and correct, but only to the extent that the Borrower (or its Affiliates) has the right to terminate its (or its Affiliates’) obligations under the Acquisition Agreement or decline to consummate the Acquisition Agreement as a result of a breach of such representations and warranties in the Acquisition Agreement, and (ii) the Specified Representations shall be true and correct in all material respects (except Specified Representations that are qualified by materiality, which shall be true and correct in all respects), in each case on the Closing Date (except to the extent that any such representations and warranties relates to an earlier date or period, in which case such representations and warranties shall have been true and correct (in all material respects as applicable) on and as of such earlier date or period in all respects).



ARTICLE 5  
AFFIRMATIVE COVENANTS

Until the Commitments have expired or been terminated and all Obligations have been paid in full, the Borrower covenants and agrees with the Lenders that:

Section 5.01. *Financial Statements; Ratings Change and Other Information.* The Borrower will furnish to the Administrative Agent and each Lender:

(a) within 90 days after the end of each fiscal year of the Borrower, its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification, commentary or exception arising out of the scope of the audit, and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer of the Borrower as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (except with respect to subclause (iv) below) clause (b) above, a certificate of a Financial Officer of the Borrower (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Sections 6.06 and 6.07, (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate and (iv) listing all Significant Subsidiaries as of the end of the relevant fiscal year;

(d) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any Event of Default under Sections 6.06 and 6.07 (which certificate may be limited to the extent required by accounting rules or guidelines);

(e) promptly after the same become publicly available, copies of all periodic reports (including reports on Form 8-K), proxy statements and other non-routine filings, reports or statements filed by the Borrower or any Subsidiary with the SEC or any Governmental Authority succeeding to any or all of the functions of the SEC, or distributed by the Borrower to its shareholders generally, or any non-routine reports, statements or filings made with any national securities exchange;

(f) promptly after any Rating Agency shall have announced a change in the rating established or deemed to have been established for the Index Debt, written notice of such rating change; and

(g) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender may reasonably request.

Notwithstanding the foregoing, the Borrower's obligations to deliver documents or information required under any of clauses (a), (b) and (e) above shall be deemed to be satisfied upon the relevant documents or information being publicly available on the Borrower's website or other publicly available electronic medium (such as EDGAR) within the time period required by such clause and thereafter being continuously so available.

Section 5.02. *Notices of Material Events.* The Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Borrower or any Affiliate thereof that could reasonably be expected to result in liability of the Borrower and its Subsidiaries in an amount exceeding \$75,000,000;

(c) to the knowledge of the Borrower, the occurrence of any ERISA Event that could reasonably be expected to result in liability of the Borrower and its Subsidiaries in an amount exceeding \$75,000,000; and

(d) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.03. *Existence; Conduct of Business.* The Borrower will, and will cause each of its Significant Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business; *provided* that the foregoing shall not prohibit any merger, consolidation, transaction, liquidation or dissolution permitted under Section 6.04.

Section 5.04. *Payment of Obligations.* The Borrower will, and will cause each of its Significant Subsidiaries to, pay its obligations, including Tax liabilities, that, if not paid, could reasonably be expected to result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

Section 5.05. *Maintenance of Properties; Insurance.* (a) The Borrower will, and will cause each of its Significant Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

(b) The Borrower will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

Section 5.06. *Books and Records; Inspection Rights.* The Borrower will, and will cause each of its Significant Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all material dealings and transactions in relation to its business and activities. The Borrower will, and will cause each of its Significant Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior written notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested.

Section 5.07. *Compliance with Laws.* The Borrower will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Borrower will maintain in effect and enforce policies and procedures designed to promote and achieve compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 5.08. *Use of Proceeds.* The proceeds of the Loans will be used only (x) to pay a portion of the cash consideration for the Acquisition, (y) to fund a portion of the Acquired Business Debt Refinancing and (z) to pay all or a portion of the Transaction Expenses (and, for the avoidance of doubt, no proceeds of the Loans will be used to fund any Change of Control Consent or any Change of Control Offer consummated after the Closing Date (whether or not commenced prior to the Closing Date)), each of which uses shall be in compliance with all applicable law and regulatory requirements (including that no part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Federal Reserve Board, including Regulations T, U and X). Following the application of the proceeds of each Loan, not more than 25% of the value of the assets either of the Borrower only or of the Borrower and its Subsidiaries on a consolidated basis will be Margin Stock.

Section 5.09. *Accuracy of Information.* The Borrower will ensure that any information, including financial statements or other documents, furnished to the Administrative Agent or the Lenders in connection with this Agreement or any amendment or modification hereof or waiver hereunder contains no material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 5.10. *Guarantors.* (a) On the Effective Date, the Borrower shall cause each of its Subsidiaries (other than Excluded Foreign Subsidiaries) that is or is required as of such date to be a borrower, issuer or guarantor in respect of any of the Existing Credit Agreement, the Existing Notes, the Notes, the Bridge Facility or any other senior Indebtedness for borrowed money of the Borrower to become a Guarantor hereunder by delivering an executed counterpart of this Agreement.

(b) On the Closing Date, to the extent not already effected pursuant to paragraph (a) above, the Borrower shall cause (i) the Acquired Company and its subsidiaries (other than Excluded Foreign Subsidiaries), in each case to the extent that (x) any Surviving Acquired Company Senior Notes, any Acquired Company Convertible Notes or any other Indebtedness for borrowed money of the Acquired Company or its subsidiaries in a principal amount in excess of \$125,000,000 remain outstanding on such date (immediately after giving effect to the Transactions occurring on or before the Closing Date) and (y) such Person is a borrower, issuer or guarantor thereof and (ii) each Subsidiary of the Borrower (including, immediately after giving effect to the Transactions occurring on or before the Closing Date, the Acquired Company and its subsidiaries (but excluding any Excluded Foreign Subsidiaries)) that is or is required as of such date to be a borrower, issuer or guarantor in respect of any of the Existing Credit Agreement, the Existing Notes, the Notes, the Bridge Facility or any other senior Indebtedness for borrowed money of the Borrower, in each case to become a Guarantor hereunder by delivering an executed counterpart of a Guarantor Joinder Agreement or comparable guaranty documentation reasonably satisfactory to the Administrative Agent.

(c) Subject to paragraphs (a) and (b) above, if, at any time following (i) the Effective Date, any Subsidiary of the Borrower (other than an Excluded Foreign Subsidiary) either becomes or becomes required to be a borrower, issuer or guarantor in respect of any of the Existing Credit Agreement, the Existing Notes, the Notes, the Bridge Facility or any other senior Indebtedness for borrowed money of the Borrower or (ii) the Closing Date, any Subsidiary of the Borrower (other than an Excluded Foreign Subsidiary) either provides or becomes required to provide a Guarantee in respect of any Surviving Acquired Company Senior Notes, any Acquired Company Convertible Notes (in each case to the extent then outstanding) or any other Indebtedness for borrowed money of the Acquired Company or its subsidiaries in a principal amount in excess of \$125,000,000, then in each case the Borrower shall cause such Person to become a Guarantor hereunder by delivering an executed counterpart of a Guarantor Joinder Agreement or comparable guaranty documentation reasonably satisfactory to the Administrative Agent within ten (10) Business Days following such occurrence (or such longer time period agreed to by the Administrative Agent in its reasonable discretion) (it being understood that such Guarantor Joinder Agreement or comparable guaranty documentation shall be accompanied by documentation with respect thereto substantially consistent with the documentation delivered pursuant to Section 4.01(b)). If requested by the Administrative Agent, the Administrative Agent shall receive an opinion or opinions of counsel (which may be from in-house counsel, provided that such opinion is in respect of New York law) for the Borrower in form and substance reasonably satisfactory to the Administrative Agent in respect of matters reasonably requested by the Administrative Agent relating to any such Guarantor Joinder Agreement or comparable guaranty documentation delivered pursuant to this Section 5.10, dated as of the date of such Guarantor Joinder Agreement or comparable guaranty documentation.

Section 5.11. *Change of Control Consent; Change of Control Offer.* To the extent that any series of Surviving Acquired Company Senior Notes has not been repaid, discharged or redeemed on or prior to the Closing Date pursuant to Section 4.02(g), either the Change of Control Consent or the Change of Control Offer shall have been commenced with respect to such series of Surviving Acquired Company Senior Notes no later than five days following the Closing Date.

ARTICLE 6  
NEGATIVE COVENANTS

Until the Commitments have expired or terminated and all Obligations have been paid in full, the Borrower covenants and agrees with the Lenders that:

Section 6.01. *Letter of Credit Obligations.* The Borrower will not, and will not permit any of its Subsidiaries to, incur, assume or suffer to exist any Indebtedness or other obligations in respect of standby and performance letters of credit (other than those issued or deemed to be issued under the Existing Credit Agreement) in an aggregate amount exceeding 5% of Total Consolidated Assets at any time outstanding.

Section 6.02. *Subsidiary Indebtedness.* The Borrower will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness created hereunder;

(b) Indebtedness existing on the date hereof and, in the case of such any Indebtedness exceeding \$50,000,000, set forth in Schedule 6.02 (including any Indebtedness incurred after the date hereof under any instrument or agreement in effect on the date hereof and set forth in such schedule), including any extensions, renewals or replacements of any such Indebtedness that do not increase the outstanding principal amount thereof;

(c) Indebtedness of any Subsidiary owing to the Borrower or any other Subsidiary (including Guarantees by any Subsidiary in respect of Indebtedness of the Borrower or any other Subsidiary);

(d) Indebtedness of any Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof; *provided* that (i) such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this clause (d) shall not exceed 5% of Total Consolidated Assets at any time outstanding;

(e) Indebtedness (other than pursuant to the Acquired Business Receivables Facility) of any Person that becomes a Subsidiary after the date hereof; *provided* that such Indebtedness exists at the time such Person becomes a Subsidiary and is not created in contemplation of or in connection with such Person becoming a Subsidiary;

(f) a Permitted Securitization (including, for the avoidance of doubt, the Acquired Business Receivables Facility) in an aggregate amount outstanding not to exceed, together with the aggregate amount outstanding under any Permitted Securitizations permitted pursuant to clause (b) above, (x) \$1,000,000,000 *plus* (y) additional amounts to the extent permitted under clause (g) below;

(g) other Indebtedness of Subsidiaries in an aggregate principal amount not to exceed, together with any amounts incurred in reliance on clause (f)(y) above, 15% of Total Consolidated Assets at any time outstanding;

(h) Indebtedness under the Notes;

(i) Indebtedness under the Bridge Facility;

(j) Indebtedness under the Surviving Acquired Company Senior Notes; and

(k) Indebtedness under the Acquired Company Convertible Notes.

Section 6.03. *Liens*. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Permitted Encumbrances;

(b) any Lien on any property or asset of the Borrower or any Subsidiary existing on the date hereof and set forth in Schedule 6.03(b); *provided* that (i) such Lien shall not apply to any other property or asset of the Borrower or any Subsidiary and (ii) such Lien shall secure only those obligations which it secures on the date hereof;

(c) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; *provided* that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Borrower or any Subsidiary and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be;

(d) Liens on fixed or capital assets acquired, constructed or improved by the Borrower or any Subsidiary; *provided* that (i) such security interests secure Indebtedness permitted by clause (d) of Section 6.02, (ii) such security interests and the Indebtedness secured thereby are incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed 100% of the cost of acquiring, constructing or improving such fixed or capital assets and (iv) such security interests shall not apply to any other property or assets of the Borrower or any Subsidiary;

(e) Liens arising in connection with any Permitted Securitization and any amendment, renewal, increase or extension thereof; *provided* that such Liens shall only apply to the receivables of the Borrower or any Subsidiary, as applicable, subject to the Permitted Securitization and any assets related thereto, as applicable;

(f) Liens securing obligations of (i) any Subsidiary to the Borrower, (ii) any Loan Party to another Loan Party or (iii) without limiting the Liens permitted under subclause (ii) of this clause (f), any Subsidiary to another Subsidiary so long as the obligations secured by the Liens permitted by this subclause (iii) do not at any time exceed \$75,000,000 in the aggregate; and

(g) other Liens securing Indebtedness in an aggregate principal amount not exceeding 5% of Total Consolidated Assets at any one time outstanding.

Section 6.04. *Fundamental Changes.*

(a) *Mergers, Consolidations, Sales of Assets, Etc.* The Borrower will not, and will not permit any Subsidiary or operating divisions to:

(i) merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it;

(ii) sell, transfer, lease or otherwise dispose of (in one transaction or in a series of related transactions) all or substantially all of its assets, or all or substantially all of the stock of any of its Subsidiaries (in each case, whether now owned or hereafter acquired);

(iii) sell, assign or otherwise dispose of any Equity Interests of any such Subsidiary, or permit any such Subsidiary to issue any Equity Interests, to any Person other than the Borrower or any of its Wholly-Owned Subsidiaries if, after giving effect thereto, the Borrower does not own, directly or indirectly, a majority of the Equity Interests of such Subsidiary ("Controlling Stock Disposition"); or

(iv) liquidate or dissolve;

*provided* that, so long as both before and after giving effect thereto, no Default shall have occurred and be continuing:

(A) any Person may merge into the Borrower in a transaction in which the Borrower is the surviving corporation;

(B) any Person (other than the Borrower) may merge into any Subsidiary, and any Subsidiary may merge into any other Person (other than the Borrower), in each case in a transaction in which the surviving entity is a Subsidiary;

(C) any Subsidiary or operating divisions may sell, transfer, lease or otherwise dispose of its assets to the Borrower, to another Subsidiary or operating division of the Borrower or any Subsidiary (or to any Person that becomes, as part of such transfer, a Subsidiary or an operating division of the Borrower or any Subsidiary);

(D) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders; and

(E) the Borrower or any Subsidiary or operating division may sell, transfer, lease or otherwise dispose of its assets (including the Controlling Stock

Dispositions) and any Subsidiary may become a party to a merger or consolidation (each such sale, transfer, lease, disposition, merger or consolidation under this clause (E), a “**Disposition**”) so long as the aggregate book value of such assets, together with the aggregate book value of all other Dispositions during any Disposition Period, would not exceed an amount equal to 15% of the Total Consolidated Assets determined on a Pro Forma Basis as of the last day of the most recently completed fiscal year for which a consolidated balance sheet of the Borrower has been furnished to the Lenders pursuant to Section 3.04(a) or Section 5.01(a), as applicable.

(b) *Certain Dispositions.* Notwithstanding anything in clauses (A) through (E) of Section 6.04(a) to the contrary, the Borrower will not, and will not permit any of its Subsidiaries or operating divisions (whether now owned or existing or hereafter acquired or designated) to, sell, lease, assign, transfer or otherwise dispose of (whether in one transaction or in a series of related transactions) any of its Property (whether now owned or hereafter acquired) if such sale, assignment, lease or other disposition (whether in one transaction or in a series of related transactions) shall have a Material Adverse Effect.

(c) *Lines of Business.* The Borrower will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than (i) businesses of the type conducted by the Borrower and its Subsidiaries or the Acquired Business, in each case on the Effective Date, and any businesses which are the same, similar, ancillary or reasonably related thereto, (ii) any other business directly related to the design, manufacture, distribution and/or sale of consumer, commercial or industrial products and/or services and (iii) any other business so long as all such other businesses comprise in the aggregate less than 5% of the Total Consolidated Assets at any time.

Section 6.05. *Transactions with Affiliates.* The Borrower will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm’s-length basis from unrelated third parties and (b) transactions between or among the Borrower and its Subsidiaries not involving any other Affiliate.

Section 6.06. *Total Indebtedness to Total Capital.* The Borrower shall not permit the ratio of Total Indebtedness to Total Capital (x) as of the last day of each fiscal quarter ending during the period from and including the Closing Date to but excluding the first anniversary of the Closing Date, to be greater than 0.65 to 1.00 or (y) as of the last day of any fiscal quarter ending on or after the first anniversary of the Closing Date, to be greater than 0.60 to 1.00; *provided* in each case that (i) in calculating Total Capital, goodwill impairment charges taken pursuant to the FASB’s Accounting Standards Codification 350 (and any predecessor thereof) shall be disregarded to the extent such charges do not exceed (x) \$750,000,000 in the aggregate in the case of such charges incurred on or prior to January 1, 2015 and (y) \$250,000,000 in the aggregate in the case of such charges incurred since January 1, 2015, (ii) in calculating such ratio, quarterly income preferred securities, quarterly income capital securities, monthly income preferred securities or other similar securities will be treated as part of “Total Capital” and not “Total Indebtedness” and (iii) in calculating Total Capital, (a) the component of accumulated other comprehensive income (loss) consisting of foreign currency translation income (loss), (b) the cumulative foreign exchange gains or losses incurred since January 1, 2015, arising due to the appreciation or depreciation of non-Dollar currencies versus Dollars in regards to foreign



entities in highly inflationary economies pursuant to the FASB's Accounting Standards Codification 830 and (c) the cumulative gains or losses incurred since January 1, 2015, resulting from the deconsolidation of a foreign entity pursuant to the FASB's Accounting Standards Codification 810, shall be disregarded to the extent such amounts, in the aggregate (after netting income and gains against losses, and whether representing net aggregate income, gain or loss), do not exceed \$1,000,000,000.

Section 6.07. *Interest Coverage Ratio.* The Borrower shall not permit the Interest Coverage Ratio as at the last day of any fiscal quarter, commencing with the last day of the first fiscal quarter ending after the Closing Date, to be less than 4.00 to 1.00.

Section 6.08. *Changes in Fiscal Periods.* The Borrower will not permit the last day of its fiscal year to end on a day other than December 31 or change the Borrower's method of determining its fiscal quarters.

Section 6.09. *Use of Proceeds.* The Borrower will not request any Borrowing, and the Borrower shall not use, and shall require that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing, (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

## ARTICLE 7 GUARANTEE

Section 7.01. *Guarantee.* Each Guarantor hereby guarantees to each Lender and the Administrative Agent and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) of the Obligations of the Borrower strictly in accordance with the terms thereof (such obligations being herein collectively called the "**Guaranteed Obligations**"). Each Guarantor hereby further agrees that if the Borrower shall fail to pay in full when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) any of the Guaranteed Obligations, such Guarantor will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 7.02. *Obligations Unconditional.* The obligations of each Guarantor under Section 7.01 are absolute and unconditional irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable law, irrespective of any law of any jurisdiction or any other event affecting any term of any Guaranteed Obligation or any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Article that the obligations of each Guarantor hereunder shall be absolute and unconditional under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or

impair the liability of any Guarantor hereunder, which shall remain absolute and unconditional as described above:

(a) at any time or from time to time, without notice to such Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement, the other Loan Documents or any other agreement or instrument referred to herein shall be done or omitted; or

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with.

Each Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against the Borrower under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein, or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations.

Section 7.03. *Reinstatement.* The obligations of each Guarantor under this Article 7 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and each Guarantor agrees that it will indemnify the Administrative Agent and each Lender and on demand for all reasonable costs and expenses (including, without limitation, fees of counsel) incurred by the Administrative Agent and such Lender in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any Debtor Relief Law.

Section 7.04. *Subrogation.* Each Guarantor hereby agrees that, until the payment and satisfaction in full of all Guaranteed Obligations, the expiration and termination of the Commitments of the Lenders under this Agreement and payment and satisfaction in full of all Obligations, it shall not exercise any right or remedy arising by reason of any performance by it of the Guarantee in Section 7.01, whether by subrogation or otherwise, against the Borrower or any other guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations

Section 7.05. *Remedies.* Each Guarantor agrees that, as between such Guarantor on the one hand and the Lenders and the Administrative Agent on the other hand, the obligations of the Borrower under this Agreement may be declared to be forthwith due and payable as provided in Article 8 (and shall be deemed to have become automatically due and payable in the circumstances provided in Article 8) for purposes of Section 7.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by such Guarantor for purposes of Section 7.01.

Section 7.06. *Instrument for the Payment of Money.* Each Guarantor hereby acknowledges that the Guarantee in Section 7.01 constitutes an instrument for the payment of money, and consents and agrees that the Administrative Agent, at its sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to bring a motion/action under New York CPLR Section 3213.

Section 7.07. *Continuing Guarantee.* The Guarantee in this Article 7 is a continuing guarantee and shall apply to all Guaranteed Obligations whenever arising.

Section 7.08. *General Limitation on Guarantee Obligations.* In any action or proceeding involving any state corporate, limited partnership or limited liability company law, or any applicable Debtor Relief Law, if the obligations of any Guarantor under Section 7.01 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 7.01, then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by such Guarantor, any other Loan Party or any other person, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

## ARTICLE 8 EVENTS OF DEFAULT

If any of the following events (“**Events of Default**”) shall occur:

(a) the Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five days;

(c) any representation or warranty made or deemed made by or on behalf of the Loan Parties herein or in any other Loan Document, any amendment or modification hereof or thereof or waiver hereunder or thereunder or, to the extent in writing, in connection herewith or therewith, or in any report, certificate, financial statement or other document furnished pursuant hereto or to any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been false or misleading when made or deemed made in any material respect;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.02(b), 5.02(c), 5.03 (solely with respect to any Loan Party’s existence) or 5.08 or in Article 6;

(e) the Borrower or any other Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in

clause (a), (b) or (d) of this Article), and such failure shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender);

(f) the Borrower or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable (beyond any applicable grace period expressly set forth in the governing documents);

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that, after giving effect to any applicable grace or cure period, enables or permits the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; *provided* that this clause (g) shall not apply to (x) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness or (y) any Change of Control Offer in connection with the Acquisition that is conducted in accordance with the terms of the applicable indentures governing the Surviving Acquired Company Senior Notes;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Significant Subsidiary or its debts, or of a substantial part of its assets, under any Debtor Relief Law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Significant Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Debtor Relief Law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) the Borrower or any Significant Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) one or more judgments for the payment of money in an aggregate amount in excess of \$125,000,000 (excluding amounts covered by insurance to the extent the relevant independent third-party insurer has not denied coverage therefor) shall be rendered against the Borrower, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Borrower or any Subsidiary to enforce any such judgment;

(l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, would result in a Material Adverse Effect;

(m) a Change in Control shall occur; or

(n) except as permitted pursuant to Section 10.17, the guarantee of any Guarantor under Article 7 shall for whatever reason be terminated or cease to be in full force and effect, or the validity or enforceability thereof shall be contested by the Borrower;

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take any or all of the following actions, at the same or different times: (i) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, and (ii) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under this Agreement and the other Loan Documents and/or applicable law, in each case, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in clause (h) or (i) of this Article, the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Obligations of the Borrower accrued hereunder, shall automatically become due and payable, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

Notwithstanding the foregoing or anything else herein to the contrary, during the period from and including the Effective Date to and including the Closing Date (the "**Limited Conditionality Period**"), and notwithstanding (i) that any representation made on the Effective Date or the Closing Date (excluding, for the avoidance of doubt, the Specified Representations and/or Acquisition Agreement Representations) was incorrect, (ii) any failure by the Borrower to comply with any provision of Article 5 or 6, (iii) the existence of any Event of Default, (iv) any provision to the contrary herein or in any Loan Document or otherwise or (v) that any condition to the occurrence of the Effective Date set forth in Section 4.01 may subsequently be determined not to have been satisfied, neither the Administrative Agent nor any Lender shall be entitled to (1) cancel any of its Commitments, (2) rescind, terminate or cancel the Loan Documents or exercise any right or remedy or make or enforce any claim under the Loan Documents or otherwise it may have to the extent to do so would prevent, limit or delay the making of its portion of the Loans, (3) refuse to participate in making its Loan (*provided* that the applicable conditions precedent to the making of each Loan set forth in Section 4.02 have been satisfied) or (4) exercise any right of set-off or counterclaim in respect of its Loan to the extent to do so would prevent, limit or delay the making of its Loan. For the avoidance of doubt, (A) the rights and remedies of the Lenders and the Administrative Agent shall not be limited in the event that any applicable condition precedent set forth in Section 4.02 is not satisfied on the Closing Date; and (B) immediately after the expiration of the Limited Conditionality Period, all of the rights, remedies and entitlements of the Administrative Agent and the Lenders shall be available notwithstanding that such rights were not available prior to such time as a result of the foregoing.

ARTICLE 9  
THE ADMINISTRATIVE AGENT

Each of the Lenders hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.02), and (c) except as expressly set forth herein, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.02) or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right, with the consent of the Borrower (such consent not to be unreasonably withheld or delayed), to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 10.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender acknowledges and agrees that the extensions of credit made hereunder are commercial loans and not investments in a business enterprise or securities. Each Lender further represents that it is engaged in making, acquiring or holding commercial loans in the ordinary course of its business and has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder. Each Lender shall, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder and in deciding whether or to the extent to which it will continue as a lender or assign or otherwise transfer its rights, interests and obligations hereunder.

Notwithstanding anything herein to the contrary the Arrangers and the Syndication Agents and the Documentation Agents named on the cover page of this Agreement shall not have any duties or liabilities under this Agreement, except in their capacity, if any, as Lenders.

ARTICLE 10  
MISCELLANEOUS

Section 10.01. *Notices.*

(a) *Notices Generally.* Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) of this Section), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to the Borrower or any Guarantor, to Newell Rubbermaid Inc., 3 Glenlake Parkway, Atlanta, Georgia 30328, Attention: General Counsel (Telephone No. (770) 418-7710; Telecopy No. (770) 407-3981);

(ii) if to the Administrative Agent, to JPMorgan Chase Bank, N.A., 500 Stanton Christiana Rd, 3<sup>rd</sup> Floor, Newark, DE 19713-2107, Attention of JPM Loan & Agency Services Group (Telephone No. (302) 634-8822; Facsimile No. (302) 634-4733); Email: 12012443577@tls.ldsprod.com, with a copy to JPMorgan Chase Bank, N.A., 383 Madison Avenue, New York 10179, Attention of Gene R. Riego de Dios (Telephone No. (212) 270-2348 Facsimile No. (212) -270-5100); and

(iii) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

(b) *Electronic Communications.* Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices pursuant to Article 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(c) *Change of Address, Etc.* Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 10.02. *Waivers; Amendments.*

(a) *No Deemed Waivers; Remedies Cumulative.* No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be



effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) *Amendments.* Except as otherwise provided in this Agreement, neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Loan Parties and the Required Lenders or by the Loan Parties and the Administrative Agent with the consent of the Required Lenders; *provided* that no such agreement shall:

(i) increase the Commitment of any Lender without the written consent of such Lender;

(ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender affected thereby;

(iii) postpone the scheduled date of payment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby;

(iv) change Section 2.18(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender affected thereby;

(v) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender; or

(vi) except as permitted pursuant to Section 10.17, release all or substantially all of the value of the Guarantees made by the Guarantors in respect of the Guaranteed Obligations without the written consent of each Lender;

*provided further* that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent (and in no event shall any such agreement amend, modify or waive any provision of Section 2.20 without the prior written consent of the Administrative Agent).

Notwithstanding anything to the contrary herein, the Administrative Agent may, with the consent of the Company only, amend, modify or supplement this Agreement or any of the other Loan Documents to cure any ambiguity, omission, mistake, defect or inconsistency so long as, in each case, the Lenders shall have received at least five (5) Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five (5) Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment.

Section 10.03. *Expenses; Indemnity; Damage Waiver.*

(a) *Costs and Expenses.* The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Lead Arranger and their respective Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent and the Lead Arranger, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions hereof (whether or not the Transactions contemplated hereby or thereby shall be consummated) and (ii) all out-of-pocket expenses incurred by the Administrative Agent or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent or any Lender, in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) *Indemnification by the Borrower.* The Borrower shall indemnify the Administrative Agent, each Arranger and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the syndication, execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned, leased or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto and whether or not any such claim, litigation, investigation or proceeding is brought by the Borrower, its Affiliates or any other Person; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (i) the gross negligence, bad faith or willful misconduct of such Indemnitee, (ii) any material breach of the obligations of such Indemnitee under this Agreement or (iii) any dispute among Indemnitees that does not involve an act or omission by the Borrower (other than claims against the Administrative Agent or the Arrangers in their capacity as such). This paragraph (b) shall not apply with respect to Taxes other than any Taxes that represent claims, losses or damages arising from any non-Tax claim.

(c) *Indemnification by Lenders.* To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent such Lender’s Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity as such.

(d) *Waiver of Consequential Damages, Etc.* To the extent permitted by applicable law, the Loan Parties shall not, and the Borrower will not permit any of its Subsidiaries to, assert,

and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof.

(e) *Payments.* All amounts due under this Section shall be payable promptly after written demand therefor.

Section 10.04. *Successors and Assigns.*

(a) *Assignments Generally.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Loan Party without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Assignments by Lenders.*

(i) *Assignments Generally.* Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Person) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower; *provided* that the Borrower shall be deemed to have consented to an assignment unless it shall have objected thereto by written notice to the Administrative Agent within ten Business Days after having received notice thereof; *provided, further,* that (1) from the Effective Date to, but excluding the Closing Date, no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default set forth in paragraphs (a), (b), (h) or (i) of Article 8 has occurred and is continuing, any other assignee and (2) from and after the Closing Date, no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee; and

(B) the Administrative Agent; *provided* that no consent of the Administrative Agent shall be required for an assignment of all or any Commitments or Loans to a Lender with a Commitment immediately prior to such assignment or an Affiliate of a Lender.

(ii) *Certain Conditions to Assignments*. Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Borrower and, the Administrative Agent otherwise consent, *provided* that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500, which fee may be waived by the Administrative Agent in its sole discretion; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the other Loan Parties and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.

For the purposes of this Section 10.04(b), the following terms shall have the following respective meanings:

**"Approved Fund"** means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

**"Ineligible Person"** means (a) a natural person; (b) the Borrower or any of its Affiliates; (c) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (c); or (d) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof; *provided* that such company, investment vehicle or trust shall not constitute an Ineligible Person if it (i) has not been established for the primary purpose of acquiring any Loans or Commitments, (ii) is managed by a professional advisor, who is not such natural person or a relative thereof, having significant experience in the business of making or purchasing commercial loans and (iii) has assets greater than \$25,000,000 and a significant part of its activities consist of making or purchasing commercial loans and similar extensions of credit in the ordinary course of its business.

(iii) *Effectiveness of Assignments*. Subject to acceptance and recording thereof pursuant to paragraph (iv) of this Section, from and after the effective date

specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 10.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) *Maintenance of Register.* The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender (with respect to its own interests only), at any reasonable time and from time to time upon reasonable prior notice.

(v) *Acceptance of Assignments by Administrative Agent.* Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; *provided* that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.06(d) or (e), 2.07(b), 2.18(d) or 10.03(c) the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) *Participations.* Any Lender may, without the consent of the Borrower, any other Loan Party or the Administrative Agent, sell participations to one or more banks or other entities (a "**Participant**"), other than an Ineligible Person, in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to

enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 10.02(b) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; *provided* that such Participant (A) agrees to be subject to the provisions of Section 2.19 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Section 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.19(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; *provided* that such Participant agrees to be subject to Section 2.18(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitment, Loan or other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) *Certain Pledges.* Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank having jurisdiction over such Lender, and this Section shall not apply to any such pledge or assignment of a security interest; *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 10.05. *Survival.* All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and so

long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 10.03 and Article 9 shall survive and remain in full force and effect regardless of the consummation of the Transactions contemplated hereby, the payment of the Obligations, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

Section 10.06. *Counterparts; Integration; Effectiveness.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.07. *Severability.* Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 10.08. *Right of Setoff.* If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Loan Party against any of and all the obligations of such Loan Party now or hereafter existing under this Agreement and the other Loan Documents held by such Lender, irrespective of whether or not such Lender shall have made any demand hereunder or thereunder and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

Section 10.09. *Governing Law; Jurisdiction; Consent to Service of Process.*

(a) *Governing Law.* This Agreement shall be construed in accordance with and governed by the law of the State of New York without regard to principles of conflict of laws; provided that (i) the interpretation of the definition of "Company Material Adverse Effect" and whether there shall have occurred a Company Material Adverse Effect, (ii) whether the Acquisition has been consummated as contemplated by the Acquisition Agreement and (iii) whether the representations and warranties made by the Acquired Company in the Acquisition Agreement are accurate and whether as a result of any inaccuracy thereof the Borrower (or its affiliates) has the right to terminate its (or their) obligations under the Acquisition Agreement or not to consummate the Acquisition, shall in each case be determined in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

(b) *Submission to Jurisdiction.* Each Loan Party hereby agrees for itself and its Affiliates that any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, will be heard and determined exclusively in any Federal court of the United States of America sitting in the Borough of Manhattan or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York, and each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of, and to venue in, such court and any appellate court thereof. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Loan Party or its properties in the courts of any jurisdiction.

(c) *Waiver of Venue.* Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) *Service of Process.* Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) *Waiver of Immunity.* To the extent that the Borrower may be or become entitled, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement or any other Loan Document, to claim for itself or its properties or revenues any immunity from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment, execution of a judgment or from any other legal process or remedy relating to its obligations under this Agreement or any other Loan Document, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), the Borrower hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

Section 10.10. *WAIVER OF JURY TRIAL.* EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.11. *Headings.* Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.



Section 10.12. *Confidentiality.* (a) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (ii) to the extent requested by any regulatory authority, (iii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (iv) to any other party to this Agreement, (v) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (vi) subject to an agreement containing provisions substantially the same as those of this Section, to (x) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (y) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its Subsidiaries and their obligations, (vii) with the consent of the Borrower, (viii) on a confidential basis, (x) to any rating agency when required by it or (y) the CUSIP Service Bureau or any similar entity in connection with the issuance or monitoring of CUSIP numbers with respect to the Loans, (ix) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrower, (x) to market data collectors, similar services providers to the lending industry, and service providers to the Administrative Agent and the Lenders in connection with the administration and management of the Facility, (xi) to the extent that such information was already in the Administrative Agent's or such Lender's possession or is independently developed by the Administrative Agent or such Lender or (xii) for purposes of establishing a "due diligence" defense. For the purposes of this Section, "**Information**" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower; *provided* that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(b) EACH LENDER ACKNOWLEDGES THAT INFORMATION FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

(c) ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

Section 10.13. *No Advisory or Fiduciary Responsibility.* In connection with all aspects of each Transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that (a) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Lenders and the Arrangers are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agents, the Lenders and the Arrangers, on the other hand, (b) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate, (c) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the Transactions contemplated hereby and by the other Loan Documents, (d) the Administrative Agent, the Lenders and the Arrangers each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person, (e) none of the Administrative Agent, the Lenders and the Arrangers has any obligation to the Borrower or any of its Affiliates with respect to the Transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents and (f) the Administrative Agent, the Lenders and the Arrangers and their respective Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Administrative Agent, the Lenders and the Arrangers has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent, the Lenders and the Arrangers with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any Transaction contemplated hereby.

Section 10.14. *Payments Set Aside.* To the extent that any payment by or on behalf of any Loan Party is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect.

Section 10.15. *USA PATRIOT Act.* Each Lender hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (the "**Patriot Act**"), such Lender may be required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act.

Section 10.16. *Interest Rate Limitation.* Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the “**Charges**”), shall exceed the maximum lawful rate (the “**Maximum Rate**”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

Section 10.17. *Release of Guarantors.* If at any time (a) in compliance with the terms and provisions of this Agreement, all or substantially all of the equity interests of any Guarantor are sold, transferred or otherwise disposed of in a transaction permitted hereunder to a Person other than the Borrower or its Subsidiaries (so that such Guarantor is no longer a “Subsidiary” at such time), (b) a Guarantor becomes an Excluded Foreign Subsidiary or (c) a Guarantor ceases to be (or substantially simultaneously with its release as a Guarantor hereunder will cease to be) a borrower, issuer or guarantor in respect of any of the Existing Credit Agreement, the Existing Notes, the Notes, the Bridge Facility, any other senior Indebtedness for borrowed money of the Borrower, the Surviving Acquired Company Senior Notes, the Acquired Company Convertible Notes or any other Indebtedness for borrowed money of the Acquired Company and its subsidiaries in a principal amount in excess of \$125,000,000 (so that such Guarantor is a borrower, issuer or guarantor of none of the foregoing Indebtedness at such time), then in each case such Guarantor may, and in the discretion of the Borrower upon notice in writing to the Administrative Agent specifying the reason for such release shall, be released from its Guarantee in respect of the Guaranteed Obligations and all of its obligations under this Agreement and the other Loan Documents to which it is a party, and thereafter such Person shall no longer constitute a Guarantor under the Loan Documents. At the request of the Borrower, the Administrative Agent shall, at the Borrower’s expense, execute such documents as are necessary to acknowledge any such release in accordance with this Section 10.17, so long as the Borrower shall have provided to the Administrative Agent a certificate, signed by a Responsible Officer of the Borrower, certifying as to satisfaction of the requirements set forth above and the release of such Guarantor’s Guarantee of the Guaranteed Obligations in compliance with this Agreement.

Section 10.18. *Acknowledgment and Consent to Bail-In of EEA Financial Institutions.* Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NEWELL RUBBERMAID INC.,  
as the Borrower

By: /s/ John B. Ellis  
Name: John B. Ellis  
Title: Vice President and Treasurer

*[Signature Page to Term Loan Credit Agreement]*

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent and as a Lender

By: /s/ Gene R. Riego De Dios

Name: Gene R. Riego De Dios

Title: Vice President

*[Signature Page to Term Loan Credit Agreement]*

GOLDMAN SACHS BANK USA,  
as a Lender

By: /s/ Robert Ehudin

Name: Robert Ehudin

Title: Authorized Signatory

*[Signature Page to Term Loan Credit Agreement]*

CITIBANK, N.A.,  
as a Lender

By: /s/ Lisa Huang

Name: Lisa Huang

Title: Vice President

*[Signature Page to Term Loan Credit Agreement]*



ROYAL BANK OF CANADA,  
as a Lender

By: /s/ Julia Ivanova

Name: Julia Ivanova

Title: Authorized Signatory

*[Signature Page to Term Loan Credit Agreement]*

Bank of America, N.A.,  
as a Lender

By: /s/ Kyle Lewis

Name: Kyle Lewis

Title: AVP

*[Signature Page to Term Loan Credit Agreement]*

Credit Suisse AG, Cayman Islands Branch,  
as a Lender

By: /s/ Bill O'Daly

Name: Bill O'Daly

Title: Authorized Signatory

By: /s/ Kelly Heimrich

Name: Kelly Heimrich

Title: Authorized Signatory

*[Signature Page to Term Loan Credit Agreement]*

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as a Lender

By: /s/ Ravneet Mumick

Name: Ravneet Mumick

Title: Director

*[Signature Page to Term Loan Credit Agreement]*

WELLS FARGO BANK, NATIONAL ASSOCIATION  
as a Lender

By: /s/ Andrew Payne

Name: Andrew Payne

Title: Director

*[Signature Page to Term Loan Credit Agreement]*

PNC Bank, National Association,  
as a Lender

By: /s/ Brandon K. Fiddler

Name: Brandon K. Fiddler

Title: Vice President

*[Signature Page to Term Loan Credit Agreement]*

ING Bank N.V., Dublin Branch  
as a Lender

By: /s/ Shaun Hawley

Name: Shaun Hawley

Title: Vice President

By: /s/ Sean Hassett

Name: Sean Hassett

Title: Director

*[Signature Page to Term Loan Credit Agreement]*

THE NORTHERN TRUST COMPANY,  
as a Lender

By: /s/ Kimberly A. Crotty

Name: Kimberly A. Crotty

Title: VP

*[Signature Page to Term Loan Credit Agreement]*



US Bank National Association,  
as a Lender

By: /s/ Steven L. Sawyer

Name: Steven L. Sawyer

Title: Senior Vice President

*[Signature Page to Term Loan Credit Agreement]*

## Commitments

<u>Name of Lender</u>	<u>Commitment</u>
Goldman Sachs Bank USA	\$ 160,000,000.00
JPMorgan Chase Bank, N.A.	\$ 160,000,000.00
Citibank, N.A.	\$ 160,000,000.00
Royal Bank of Canada	\$ 160,000,000.00
Bank of America, N.A.	\$ 135,000,000.00
Credit Suisse AG	\$ 135,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$ 135,000,000.00
Wells Fargo Bank, National Association	\$ 135,000,000.00
PNC Bank, National Association	\$ 135,000,000.00
ING Bank N.V.	\$ 85,000,000.00
The Northern Trust Company	\$ 50,000,000.00
U.S. Bank National Association	\$ 50,000,000.00
<b>TOTAL</b>	<b>\$ 1,500,000,000.00</b>

Schedule 2.01 to Term Loan Credit Agreement

**Existing Agreements<sup>1</sup>**

1. Indenture dated as of November 1, 1995, between the Company and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank (National Association)), as Trustee. (\$632,814,000 issued and outstanding notes).
2. Indenture dated as of June 14, 2012, between the Company and The Bank of New York Mellon, as Trustee. (\$600,000,000 issued and outstanding notes).
3. Indenture dated as of November 19, 2014, between the Company and U.S. Bank National Association, as Trustee. (\$1,450,000,000 issued and outstanding notes).
4. Term Loan Credit Agreement, dated as of January 26, 2016, by and among, the Company, JPMorgan Chase Bank, N.A., as administrative agent, and each lender a signatory thereto, as amended. (\$0 issued and outstanding notes as of the date hereof).
5. Amended and Restated Credit Agreement, dated as of January 26, 2016, by and among, the Company, JPMorgan Chase Bank, N.A., as administrative agent, and each lender a signatory thereto, as amended. (\$0 issued and outstanding notes as of the date hereof).
6. \$400 Million Accounts Receivables Facility dated September 6, 2013, including (i) the Receivables Sale Agreement dated as of September 15, 2009 among the Originators party thereto and EXPO INC., as amended and/or supplemented from time to time, (ii) the Amended and Restated Loan and Servicing Agreement dated as of September 6, 2013 among EXPO INC., Newell Rubbermaid Inc., the Conduit Lenders, the Committed Lenders, the Managing Agents, PNC Bank, National Association, as Administrative Agent, and PNC Capital Markets LLC, Structuring Agent, as amended and/or supplemented from time to time, and (iii) the Performance Guaranty dated September 15, 2009, executed by Newell Rubbermaid Inc. in favor of PNC Bank, National Association, as Administrative Agent. (\$350,000,000 drawn).
7. Guaranty in Favor of Citigroup Inc., dated August 5, 2011 with respect to the facilities of Guarantor's subsidiaries set forth on Annex A to this Section 3.12.
8. The Company has entered into the following guarantees for the purpose of guaranteeing payment obligations of the Company's subsidiaries with respect to foreign exchange transactions: Bank of America N.A., dated July 11, 2005;

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<sup>1</sup> All balances as of December 31, 2015, except items 4 and 5, which include balances as of the date hereof.

Schedule 3.12 to Term Loan Credit Agreement

Barclays Bank PLC, dated February 27, 2003; Credit Suisse International, dated May 13, 2015; JPMorgan Chase Bank, N.A., dated as of May 13, 2015; J. Aron & Company, dated as of September 23, 2013. The amount of obligations subject to the above guarantees varies and depends upon the foreign exchange transactions outstanding at any given time.

9. Deed of Guarantee dated February 26, 2007, between the Company and the trustees of certain Company related United Kingdom pension schemes whereby the Company guarantees the obligations of certain of its United Kingdom subsidiaries' pension funding commitments as set forth in an agreed upon schedule of contributions. The current schedule of contributions provides for contributions of approximately £500,000 per month. A new schedule of contributions will be entered into in 2016 and early 2017 based upon updated valuations.
10. Guarantee dated March 27, 2012, between the Company and Newell Trustees Limited as trustee of the Combined Newell and Record Section of the Newell Rubbermaid UK Pension scheme whereby the Company guarantees the obligations of Parker Pen Company, Newell Limited and Irwin Industrial Tool Company Limited to make payments to the scheme up to a maximum amount equal to the lowest non-negative amount which, when added to the assets of the scheme, would result in the scheme being at least 105% funded.
11. Bridge Facility set forth in the Bridge Commitment Letter dated as of December 13, 2015, among the Company, GS Bank and Goldman Sachs Lending Partners LLC, as amended, amended and restated, supplemented or modified (including pursuant to any joinder thereto) from time to time referencing the senior unsecured bridge term loan credit facility in an aggregate principal amount of up to \$9,000,000,000.
12. Cross Currency Interest Rate Swap Transaction dated as of April 16, 2015, between JPMorgan Chase Bank, N.A. and Newell Rubbermaid Caymans Holding Company.
13. Cross Currency Interest Rate Swap Transaction dated as of April 15, 2015, between Credit Suisse International and Newell (1995).
14. Swap Transaction dated December 16, 2015, between J. Aron & Company and the Company.
15. Swap Transaction dated December 16, 2015, between Wells Fargo Bank, N.A. and the Company.
16. Swap Transaction dated December 16, 2015, between Royal Bank of Canada and the Company.
17. Swap Transaction dated December 16, 2015, between Credit Suisse International and the Company.

Schedule 3.12 to Term Loan Credit Agreement

18. Forward Treasury Lock Agreement dated January 5, 2016, between JPMorgan Chase Bank, N.A. and the Company for \$75,000,000.
19. Forward Treasury Lock Agreement dated January 5, 2016, between JPMorgan Chase Bank, N.A. and the Company for \$150,000,000.
20. Swap Transaction dated January 13, 2016, between Credit Suisse International and the Company.
21. Swap Transaction dated January 5, 2016, between Royal Bank of Canada and the Company.
22. Swap Transaction dated January 5, 2016, between Wells Fargo Bank, N.A. and the Company.
23. Forward Treasury Lock Agreement dated January 5, 2016, between J. Aron & Company and the Company.
24. Interest Rate Swap Transaction dated December 22, 2014, between JPMorgan Chase Bank, N.A. and the Company.
25. Amended and Restated Interest Rate Swap Transaction dated November 14, 2012, between Credit Suisse International and the Company.
26. Amended and Restated Interest Rate Swap Transaction dated November 14, 2012, between Wells Fargo Bank, N.A. and the Company.

Schedule 3.12 to Term Loan Credit Agreement

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**ANNEX A**

See attached

Schedule 3.12 to Term Loan Credit Agreement

**Significant Subsidiaries**

<u>Name</u>	<u>State or Jurisdiction of Organization</u>
Berol Corporation	Delaware
Sanford, L.P.	Illinois
Irwin Industrial Tool Company	Delaware
Newell Investments Inc.	Delaware
NWL European Finance SARL	Luxembourg
NWL Luxembourg Holdings SARL	Luxembourg
Newell Europe SARL	Switzerland
Newell Operating Company	Delaware
Rubbermaid Incorporated	Ohio
Graco Children's Products Inc.	Delaware
Rubbermaid Commercial Products LLC	Delaware

Schedule 3.13 to Term Loan Credit Agreement

## Existing Indebtedness

<u>Lender or Trustee</u>	<u>Type of Arrangement</u>	<u>Outstanding Amount As of 1/26/2016</u>
<b>Newell Rubbermaid Inc.</b>		
Bank of America Merrill Lynch (Issuing and Paying Agent)	Commercial Paper	\$ 55,000,000
The Bank of New York Mellon (Trustee)	Medium Term Notes	\$350,000,000
The Bank of New York Mellon (Trustee)	Medium Term Notes	\$250,000,000
The Bank of New York Mellon (Trustee)	Medium Term Notes	\$381,314,000
The Bank of New York Mellon (Trustee)	Medium Term Notes	\$250,000,000
US Bank, N.A. (Trustee)	Medium Term Notes	\$300,000,000
US Bank, N.A. (Trustee)	Medium Term Notes	\$350,000,000
US Bank, N.A. (Trustee)	Medium Term Notes	\$500,000,000
US Bank, N.A. (Trustee)	Medium Term Notes	\$300,000,000
<b>EXPO Inc.</b>		
PNC Bank, N.A.	A/R Securitization	\$131,250,000
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	A/R Securitization	\$109,375,000
Royal Bank of Canada	A/R Securitization	\$109,375,000

Schedule 6.02 to Term Loan Credit Agreement



## Existing Liens

<u>Counterparty</u>	<u>Security</u>	<u>Amount of Security As of 1/26/2016</u>
<b><u>Newell Insurance DAC</u></b>		
Barclays Bank PLC	Cash	\$ 150,000
Barclays Bank PLC	Cash	\$1,500,000
<b><u>Newell Australia Pty Limited</u></b>		
National Australia Bank	Cash	\$ 58,710
<b><u>Newell Europe Sarl</u></b>		
UBS	Cash	\$ 57,281
<b><u>Reynolds Pens India Private Ltd.</u></b>		
Kotak Mahindra Bank	Cash	\$ 1,133
<b><u>NWL Belgium Production BVBA</u></b>		
Fortis Leasing	Building	\$ 858,180
<b><u>Sanford Colombia S.A.</u></b>		
Bancolumbia Leasing	Vehicles	\$ 25,792

Schedule 6.03(b) to Term Loan Credit Agreement

**FORM OF  
ASSIGNMENT AND ASSUMPTION**

This Assignment and Assumption (the “**Assignment and Assumption**”) is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the “**Assignor**”) and [Insert name of Assignee] (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the “**Credit Agreement**”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the Credit Agreement (including any guarantees included therein) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: \_\_\_\_\_
2. Assignee: \_\_\_\_\_  
[and is an [Affiliate] [Approved Fund] of [identify Lender]<sup>2</sup>]
3. Borrower: \_\_\_\_\_  
Newell Rubbermaid Inc.

<sup>2</sup> Select as applicable.

4. Administrative Agent: JPMorgan Chase Bank, N.A., as the administrative agent under the Credit Agreement
5. Credit Agreement: The Term Loan Credit Agreement dated as of January 26, 2016 among Newell Rubbermaid Inc., as the Borrower, the Guarantors from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent
6. Assigned Interest:

	<u>Aggregate Amount of Commitment/Loans for all Lenders</u>	<u>Amount of Commitment/Loans Assigned</u>	<u>Percentage Assigned of Commitment/Loans<sup>3</sup></u>
	\$	\$	%
	\$	\$	%
	\$	\$	%

Effective Date: \_\_\_\_\_, 201 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrowers, the other Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

<sup>3</sup> Set forth, to at least 9 decimals, the percentage of the Commitment/Loans of all Lenders under the Credit Agreement that the Assigned Interest represents.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: \_\_\_\_\_  
Name:  
Title:

[Consented to and]4 Accepted:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Title:

[Consented to:

NEWELL RUBBERMAID INC.

By: \_\_\_\_\_  
Title:]5

<sup>4</sup> To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

<sup>5</sup> To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

**STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION****1. Representations and Warranties.**

1.1 *Assignor*. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any collateral thereunder, (iii) the financial condition of the Company, any of its Subsidiaries or Affiliates or any other Person obligated in respect of the Credit Agreement or any other Loan Document or (iv) the performance or observance by Company, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under the Credit Agreement or any other Loan Document.

1.2 *Assignee*. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender, attached to this Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement and the other Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as a Lender.

2. *Payments.* From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. *General Provisions.* This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

[RESERVED]

B-1



FORM OF  
GUARANTOR JOINDER AGREEMENT

GUARANTOR JOINDER AGREEMENT (this “**Agreement**”) dated as of [            ], 201[    ], among Newell Rubbermaid Inc. (the “**Borrower**”), [Insert name of each New Guarantor], a [Insert jurisdiction and type of organization for each New Guarantor] (each, a “**New Guarantor**”), and JPMorgan Chase Bank, N.A., as administrative agent (the “**Administrative Agent**”).

The Borrower, the existing Guarantors party thereto, the Lenders party thereto and the Administrative Agent are parties to a Term Loan Credit Agreement dated as of January 26, 2016 (as amended, supplemented and otherwise modified and in effect from time to time, the “**Credit Agreement**”). Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

Under the Credit Agreement, the Lenders have agreed, upon the terms and subject to the conditions therein set forth, to make Loans to the Borrower, and the Borrower is required to cause each New Guarantor to become a Guarantor under the Credit Agreement pursuant to the terms of Section 5.10 of the Credit Agreement. Upon execution of this Agreement by each of the Borrower, each New Guarantor and the Administrative Agent, (x) each New Guarantor shall be a party to the Credit Agreement and shall constitute a “Guarantor” for all purposes thereunder and under each other Loan Document with the same force and effect as if originally named in the Credit Agreement as a Guarantor, (y) each reference to the “Guarantors” or the “Loan Parties” in the Credit Agreement and in all other Loan Documents shall, from the date hereof, subject to Section 10.17 of the Credit Agreement, be deemed to include each New Guarantor and (z) each New Guarantor hereby agrees to be bound by all the obligations of a Guarantor under the Credit Agreement and all the other Loan Documents. Without limiting the generality of the foregoing, each New Guarantor hereby (i) makes and undertakes, as the case may be, each covenant, waiver, representation and warranty made by the other Guarantors pursuant to the Credit Agreement and any other Loan Document, each of which is hereby incorporated by reference, and agrees to be bound by all covenants, waivers, agreements and obligations of the other Guarantors pursuant to the Credit Agreement and any other Loan Document and (ii) represents and warrants that such New Guarantor has duly executed and delivered this Agreement and that this Agreement constitutes its legal, valid and binding obligations, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

This Agreement shall constitute a “Loan Document” for all purposes under the Credit Agreement and the other Loan Documents. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of and be enforceable by each of the parties hereto and its successors and assigns;

*provided* that no New Guarantor may assign any of its rights, obligations or interest hereunder except as permitted by the Credit Agreement. This Agreement 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 both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on all parties hereto. This Agreement shall be construed and enforced in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, each New Guarantor and the Borrower have caused this Guarantor Joinder Agreement to be duly executed and delivered as of the day and year first above written.

NEW GUARANTORS:

[NAME OF NEW GUARANTOR]

By: \_\_\_\_\_  
Name:  
Title:

BORROWER:

NEWELL RUBBERMAID INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

## FORM OF

## U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Loan Credit Agreement dated as of January 26, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Newell Rubbermaid Inc., as the Borrower, the Guarantors from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Applicable Borrower with a copy of a certificate of its non-U.S. Person status on IRS Form W-8BEN or W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Applicable Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Applicable Borrower and the Administrative Agent with a copy of a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 201[ ]

FORM OF

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Loan Credit Agreement dated as of January 26, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Newell Rubbermaid Inc., as the Borrower, the Guarantors from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a copy of a certificate of its non-U.S. Person status on IRS Form W-8BEN or W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a copy of a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_, 201

## FORM OF

## U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Loan Credit Agreement dated as of January 26, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Newell Rubbermaid Inc., as the Borrower, the Guarantors from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a copy of IRS Form W-8IMY accompanied by a copy of one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a copy of a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_  
 Name:  
 Title:

Date: \_\_\_\_\_, 201

## FORM OF

## U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Loan Credit Agreement dated as of January 26, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Newell Rubbermaid Inc., as the Borrower, the Guarantors from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Applicable Borrower with a copy of IRS Form W-8IMY accompanied by a copy of one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Applicable Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Applicable Borrower and the Administrative Agent with a copy of a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 201



**FORM OF  
PROMISSORY NOTE**

#{        }

[        ], 201[    ]  
New York, New York

FOR VALUE RECEIVED, NEWELL RUBBERMAID INC., a Delaware corporation (the "**Borrower**"), hereby promises to pay to [NAME OF LENDER] (the "**Lender**"), at such of the offices of JPMorgan Chase Bank, N.A. as shall be notified to the Borrower from time to time, the principal sum of [DOLLAR AMOUNT] DOLLARS (or such lesser amount as shall equal the aggregate unpaid principal amount of the Loan made by the Lender to the Borrower under the Credit Agreement (as defined below)), in lawful money of the United States of America and in immediately available funds, on the dates and in the principal amounts provided in the Credit Agreement, and to pay interest on the unpaid principal amount of such Loan, at such office, in like money and funds, for the period commencing on the date of such Loan until such Loan shall be paid in full, at the rates per annum and on the dates provided in the Credit Agreement.

The date, amount, Type, interest rate and duration of Interest Period (if applicable) of the Loan made by the Lender to the Borrower, and each payment made on account of the principal thereof, shall be recorded by the Lender on its books and, prior to any transfer of this Note, endorsed by the Lender on the schedule attached hereto or any continuation thereof, *provided* that the failure of the Lender to make any such recordation or endorsement shall not affect the obligations of the Borrower to make a payment when due of any amount owing under the Credit Agreement or hereunder in respect of the Loan made by the Lender to the Borrower.

This Note evidences the Loan made by the Lender to the Borrower under the Term Loan Credit Agreement dated as of January 26, 2016 (as modified and supplemented and in effect from time to time, the "**Credit Agreement**") among the Borrower, the Guarantors from time to time party thereto, the lenders party thereto (including the Lender) and JPMorgan Chase Bank, N.A., as Administrative Agent. Terms used but not defined in this Note have the respective meanings assigned to them in the Credit Agreement.

The Credit Agreement provides for the acceleration of the maturity of this Note upon the occurrence of certain events and for prepayments of Loans upon the terms and conditions specified therein.

Except as permitted by Section 10.04 of the Credit Agreement, this Note may not be assigned by the Lender to any other Person.

This Note shall be governed by, and construed in accordance with, the law of the State of New York.

NEWELL RUBBERMAID INC.

By \_\_\_\_\_  
Name:  
Title:



**FORM OF**  
**SOLVENCY CERTIFICATE**

[DATE]

This Solvency Certificate (“**Certificate**”) of Newell Rubbermaid Inc., a Delaware corporation (the “**Borrower**”), and its Subsidiaries is delivered pursuant to Section 4.02(d)(vi) of the Term Loan Credit Agreement, dated as of January 26, 2016 (the “**Credit Agreement**”), by and among Newell Rubbermaid Inc. (the “**Borrower**”), the Guarantors from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent. Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Credit Agreement.

I, [ ], the duly elected, qualified and acting [Chief Financial Officer] of the Borrower and its Subsidiaries, DO HEREBY CERTIFY, in my capacity as an officer of the Borrower and not individually, as follows:

1. I have reviewed the Credit Agreement and the other Loan Documents referred to therein (collectively, the “**Transaction Documents**”) and have made such investigation as I have deemed necessary to enable me to express a reasonably informed opinion as to the matters referred to herein.

2. As of the date hereof, after giving effect to the Transactions, the fair value and the present fair saleable value of any and all property of the Borrower and its Subsidiaries, on a consolidated basis, is greater than the probable liability on existing debts of the Borrower and its Subsidiaries, on a consolidated basis, as they become absolute and matured (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability).

3. As of the date hereof, after giving effect to the Transactions, the Borrower and its Subsidiaries, on a consolidated basis are able to pay their debts (including, without limitation, contingent and subordinated liabilities) as they become absolute and mature (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability).

4. As of the date hereof, after giving effect to the Transactions, the Borrower and its Subsidiaries, on a consolidated basis are otherwise “solvent” within the meaning given that term and similar terms under applicable laws relating to fraudulent transfers and conveyances.

5. The Borrower and its Subsidiaries, on a consolidated basis, do not intend to, nor do they believe that they will, incur debts that would be beyond their ability to pay as such debts mature.

6. As of the date hereof, before and after giving effect to the Transactions, the Borrower and its Subsidiaries are not engaged in businesses or transactions, nor about to engage in businesses or transactions, for which any property remaining would, on a consolidated basis, constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which they are engaged.

7. For the purpose of the foregoing, I have assumed there is no default under the Credit Agreement on the date hereof and will be no default under the Credit Agreement after giving effect to the funding under the Credit Agreement.

By: \_\_\_\_\_

Name:

Title: [Chief Financial Officer]