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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported) February 12, 2007

Jarden Corporation

(Exact name of registrant as specified in its charter)

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

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

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

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to the Senior Credit Facility

On February 13, 2007, Jarden Corporation (the "Company" or "Jarden") entered into Amendment No. 7 (the "Credit Agreement Amendment") to its Credit Agreement (as defined below) and Amendment No. 3 to Pledge and Security Agreement (as defined below) amending certain provisions of (i) the Credit Agreement, dated as of January 24, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Company, as borrower, the lenders and letter of credit issuers party thereto from time to time, Canadian Imperial Bank of Commerce ("CIBC"), as administrative agent for the lenders and letter of credit issuers, Citicorp USA, Inc., as syndication agent for the lenders and letter of credit issuers and Bank of America, N.A., National City Bank of Indiana and SunTrust Bank, as co-documentation agents for the lenders and letter of credit issuers and (ii) the Pledge and Security Agreement, dated as of January 24, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Company and each of its subsidiaries from time to time party thereto and CIBC.

The Credit Agreement Amendment was entered into in order to, among other things:

- appoint Lehman Commercial Paper Inc. as the new administrative agent;
- reduce the Applicable Margin on Term Loan B1 from 1.00% to .75% per annum for Base Rate Loans (as defined in the Credit Agreement, attached hereto as Exhibit C to the Credit Agreement Amendment, attached to this current report on Form 8-K as Exhibit 10.1) and from 2.00% to 1.75% per annum for Eurodollar Rate Loans (as defined in the Credit Agreement);
- add the ability for Jarden to enter into one or more incremental term loans and to increase our revolving loan commitments in an aggregate principal amount not to exceed $750 million, of which an aggregate of $150 million can be utilized to increase our revolving loan commitments;
- eliminate, or provide Jarden with additional permitted exceptions to, certain of the existing restrictive covenants;
- eliminate the financial covenants relating to senior leverage ratio and fixed charge ratio and add a new interest coverage ratio; and
- permit Jarden to complete the tender offer described under the section entitled "Tenth Supplemental Indenture" hereto.

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

A copy of the Credit Agreement Amendment and Consent, Agreement and Affirmation of Guaranty are attached to this current report on Form 8-K as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference. The foregoing summary description of the Credit Agreement Amendment and the Consent, Agreement and Affirmation of Guaranty and the transactions contemplated thereby are not intended to be complete, and are qualified in their entirety by the complete text of the Credit Agreement Amendment and the Consent, Agreement and Affirmation of Guaranty.

The Indenture

On February 13, 2007, the Company completed an offering of $550,000,000 in principal amount of 7 1/2% Senior Subordinated Notes due 2017 (the "Initial Notes") and on February 14, 2007, the Company completed an offering of $100,000,000 in principal amount of identical 7 1/2% Senior Subordinated Notes due 2017 (the "Additional Notes" and together with the Initial Notes, the "Notes"). The offering of the Notes was registered under the Company's automatic shelf registration statement on Form S-3 (No. 333-140400) filed on February 2, 2007 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Registration Statement"). The offering of the Initial Notes was made pursuant to the Registration Statement and the Prospectus included therein, as supplemented by the Prospectus Supplement dated February 7, 2007. The Additional Notes were offered pursuant to the Registration Statement and the Prospectus included therein, as supplemented by the Prospectus Supplement dated February 12, 2007.

The Initial Notes are governed by and were issued pursuant to an indenture (the "Base Indenture"), among the Company and The Bank of New York, as Trustee (the "Trustee"), as supplemented by the first supplemental indenture among the Company, the guarantors party thereto and the Trustee (the "First Supplemental Indenture"), each dated as of February 13, 2007. The Additional Notes are governed by and were issued pursuant to the Base Indenture, the First Supplemental Indenture and as supplemented by that second supplemental indenture dated February 14, 2007 among the Company, the guarantors party thereto and the Trustee (the "Second Supplemental Indenture" and together with the Base Indenture and the First Supplemental Indenture, the "Indenture").

The Indenture provides, among other things, that the Notes will bear interest at a rate of 7 1/2% annum from the date of issuance until maturity, payable semi-annually in cash in arrears on May 1 and November 1, commencing on May 1, 2007. The Company will make each interest payment to the holders of record to be determined on the immediately preceding April 15 and

October 15. The Notes issued under the Indenture rank in parity in all respects to the Company's existing notes issued under the indenture, dated as of April 24, 2002, among the Company, the guarantors party thereto and the Trustee, as amended and supplemented from time to time (the "April 2002 Indenture").

On or after May 1, 2012, we may redeem all or part of the Notes at any time at specified redemption prices ranging from 100% to 103.750% of the principal amount, plus accrued and unpaid interest to the date of redemption. In addition, prior to May 1, 2010, we may redeem up to 35% of the aggregate principal amount of the Notes with the net cash proceeds from certain public equity offerings at a redemption price of 107.500% of the principal amount, plus accrued and unpaid interest to the date of redemption.

If a change of control of the Company occurs, each holder shall have the right to require that the Company purchase all or a portion of such holder's Notes at a purchase price of 101% of the principal amount, plus accrued and unpaid interest to the date of the purchase.

The Indenture governing the Notes will, among other things, limit the ability of the Company and certain of its subsidiaries to, subject to certain exceptions and qualifications:

- o incur additional indebtedness;
- o pay dividends or distributions on, or redeem or repurchase, capital stock;
- o make investments;
- o engage in transactions with affiliates;
- o incur liens;
- o transfer or sell assets; and
- o consolidate, merge or transfer all or substantially all of our assets.

The Indenture provides for customary events of default which include (subject in certain case to customary grace and cure periods), among other things:

- o our failure to pay any principal or interest when due under the Notes;
- o failure to pay final judgments for certain amounts of money against the Company or certain of its subsidiaries;

- failure to observe certain covenants under the Notes;
- certain bankruptcy events with respect to the Company or certain of its subsidiaries; and
- a default in failure to pay certain other indebtedness.

If an event of default occurs, the Trustee or holders of at least 25% of the aggregate principal amount of the then outstanding Notes may, among other things, declare the entire outstanding balance of principal and interest of all outstanding loans to be immediately due and payable.

A copy of the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the form of 7 1/2% Senior Subordinated Note due 2017 (the "Form of Note") are attached to this current report on Form 8-K as Exhibits 4.1, 4.2, 4.3 and 4.4, respectively, and are incorporated herein by reference. The foregoing summary description of the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Form of Note and the transactions contemplated thereby are not intended to be complete, and are qualified in their entirety by the complete text of the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Form of Note.

The Underwriting Agreement

On February 12, 2007, Jarden (and the subsidiary guarantors party thereto) entered into an Underwriting Agreement (the "Underwriting Agreement") with Lehman Brothers Inc. (the "Underwriter"), providing for the offer and sale by the Company of the Additional Notes. The Underwriting Agreement contains customary representations, warranties, conditions to closing, indemnification and obligations of the parties. The Company has also agreed to indemnify the Underwriter against certain liabilities, including civil liabilities under the Securities Act of 1933, as amended, or to contribute to payments that the Underwriter may be required to make in respect of those liabilities.

The Underwriter and its related entities have engaged and may engage in various financial advisory, commercial banking and investment banking transactions with the Company in the ordinary course of their business, for which they have received, or will receive, customary compensation and expenses. After giving effect to the Credit Agreement Amendment, an affiliate of the Underwriter will be a lender and agent under and will receive customary fees in connection with our Credit Agreement. In addition, the Underwriter is serving as the dealer manager in connection with the Company's tender offer to purchase our 9 3/4% Senior Subordinated Notes due 2012 (the "2012 Notes") for which it will receive expense reimbursement and as an underwriter under the Initial Underwriting Agreement (as defined below).

As previously disclosed, the Company also entered into the Initial underwriting agreement, dated February 7, 2007, by and among the Company, the subsidiary guarantors named therein and the underwriters party thereto, regarding the Initial Notes (the "Initial Underwriting Agreement").

A copy of the Underwriting Agreement is attached to this current report on Form 8-K as Exhibit 1.2, and is incorporated herein by reference. The foregoing summary description of Underwriting Agreement and the transactions contemplated thereby is not intended to be complete, and is qualified in their entirety by the complete text of the Underwriting Agreement.

The Tender Offer and the Tenth Supplemental Indenture

As previously disclosed, the Company, as part of its previously announced tender offer and consent solicitation, has purchased approximately $167 million, or approximately 93% of the aggregate principal amount of its outstanding 2012 Notes, with a portion of the net proceeds from the sale of the Initial Notes. In connection with the tender offer, on February 12, 2007, the Company entered into the tenth supplemental indenture among the Company, the guarantors party thereto and The Bank of New York, as trustee (the "Trustee") (the "Tenth Supplemental Indenture"), to the April 2002 Indenture, which became operative on February 13, 2007. The Tenth Supplemental Indenture amended certain provisions of Articles 4, 5 and 6 of the April 2002 Indenture. The tender offer is scheduled to expire at 5:00 p.m. (New York City time) on February 27, 2007, unless such date is extended.

A copy of the Tenth Supplemental Indenture is attached to this current report on Form 8-K as Exhibit 4.5, and is incorporated herein by reference. The foregoing summary description of Tenth Supplemental Indenture and the transactions contemplated thereby is not intended to be complete, and is qualified in their entirety by the complete text of the Tenth Supplemental Indenture.

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

On February 13, 2007, the Company became obligated on a direct financial obligation by entering into and closing upon a note offering with investors who purchased the Initial Notes. Please see the discussion in "Item 1.01. Entry into a Material Definitive Agreement" of this Form 8-K under the caption "Indenture," which discussion is incorporated herein by this reference.

On February 14, 2007, the Company became obligated on a direct financial obligation by entering into and closing upon a note offering with investors who purchased the Additional Notes. Please see the discussion in "Item 1.01. Entry into a Material Definitive Agreement" of this Form 8-K under the caption "Indenture," which discussion is incorporated herein by this reference.

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

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Officers.

On February 13, 2007, the Board of Directors of the Company appointed John Capps as Senior Vice President, General Counsel and Secretary, effective as of the close of business on February 15, 2007. Mr. Capps, who is 42 years of age, has been with the Company since January 2005. From 2003 to 2005, Mr. Capps was with American Household, Inc. which was acquired by the Company in January 2005, where he most recently served as Vice President-Legal. Prior to 2003, Mr. Capps was in private law practice with the firm Sullivan & Cromwell. Mr. Capps has no family relationships with any other director or executive officer of the Company. There is no arrangement or understanding between Mr. Capps and any other person pursuant to which Mr. Capps was appointed as Senior Vice President, General Counsel and Secretary of the Company. There are no transactions in which Mr. Capps has an interest requiring disclosure under Item 404(a) of Regulation S-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed as part of this report:

Exhibit	Description
1.1	Underwriting Agreement, dated February 7, 2007, by and among Jarden Corporation, the subsidiary guarantors named therein and the Underwriters (filed as Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the Commission on February 12, 2007, and incorporated herein by reference).
1.2	Underwriting Agreement, dated February 12, 2007, by and among Jarden Corporation, the subsidiary guarantors named therein and the Underwriter party thereto.
4.1	Base Indenture, dated February 13, 2007, among Jarden Corporation and The Bank of New York, as Trustee.
4.2	First Supplemental Indenture dated February 13, 2007 among Jarden Corporation, the guarantors party thereto and The Bank of New York, as Trustee.
4.3	Second Supplemental Indenture dated February 14, 2007 among Jarden Corporation, the guarantors party thereto and The Bank of New York, as Trustee.
4.4	Form of 7 1/2% Senior Subordinated Note due 2017 (included as Exhibit A to Exhibit 4.2 hereto).
4.5	Tenth Supplemental Indenture to the April 2002 Indenture, dated as of February 12, 2007, among the Company, the guarantors named therein and The Bank of New York, as Trustee.
10.1	Amendment No. 7 to Credit Agreement and Amendment No. 3 to Pledge and Security Agreement, among Jarden Corporation and CIBC, as Administrative Agent.
10.2	Consent, Agreement and Affirmation of Guaranty.
99.1	Press Release of Jarden Corporation dated February 14, 2007.

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.

Dated: February 15, 2007

JARDEN CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Chief Financial Officer

EXHIBIT INDEX

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99.1	Press Release of Jarden Corporation dated February 14, 2007.

Exhibit 1.2
EXECUTION VERSION

Jarden Corporation

$100,000,000
7 1/2% Senior Subordinated Notes due 2017

Underwriting Agreement

New York, New York
February 12, 2007

Lehman Brothers Inc.
745 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

Jarden Corporation, a Delaware corporation (the "***Company***"), proposes to issue and sell to Lehman Brothers Inc. (the "***Underwriter***") $100,000,000 aggregate principal amount of its 7 1/2% Senior Subordinated Notes due 2017 (the "***Notes***") guaranteed (the "***Guarantees***") by the Company's domestic subsidiaries signatory hereto (collectively, the "***Guarantors***"). The Notes will be issued pursuant to the terms of an indenture (the "***Base Indenture***"), to be dated February 13, 2007, among the Company and The Bank of New York, as Trustee (the "***Trustee***"), as supplemented by the First Supplemental Indenture to be dated as of February 13, 2007 and the Second Supplement Indenture to be dated the Closing Date (as defined in Section 3) (the "***Supplemental Indentures***" and, together with the Base Indenture, the "***Indenture***"), among the Company, the Guarantors and the Trustee. The use of the neuter in this Agreement shall include the feminine and masculine wherever appropriate. Any reference herein to the Registration Statement, the Disclosure Package, the Base Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Prospectus, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 21 hereof.

This agreement (this "***Agreement***") is to confirm the agreement concerning the purchase of the Notes from the Company by the Underwriter.

1. Representations and Warranties.

The Company and the Guarantors, jointly and severally, represent and warrant to, and agree with, the Underwriter as set forth below in this Section 1.

(a) The Company meets the requirements for the use of Form S-3 under the Act and has prepared and filed with the Commission an automatic shelf registration statement, as defined in Rule 405 on Form S-3 (File No. 333-140400), including the related Base Prospectus, for registration under the Act of the offering and sale of the Notes and related Guarantees. Such Registration Statement, including any amendments thereto filed prior to the Execution Time, became effective upon filing. The Company may have filed with the Commission, as part of an amendment to the Registration Statement or pursuant to Rule 424(b), one or more Preliminary

Prospectuses, each of which has previously been furnished to you. The Company will file with the Commission a Prospectus relating to the Notes in accordance with Rule 424(b). As filed, the Prospectus shall contain all information required by the Act and the rules thereunder, and, except to the extent the Underwriter shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Base Prospectus and any Preliminary Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x).

(b) On the Effective Date, the Registration Statement did, and when the Prospectus is first filed (if required) in accordance with Rule 424(b) and on the Closing Date, the Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act and the Exchange Act and the respective rules thereunder; the Registration Statement or any amendment thereto, did not at the time such Registration Statement or any amendment (or any part thereof) became effective contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, not misleading; and the Prospectus (together with any supplement thereto) as of its date and the Closing Date will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to the information contained in or omitted from the Registration Statement or the Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Underwriter specifically for inclusion in the Registration Statement or the Prospectus (or any supplement thereto), it being understood and agreed that the only such information furnished by or on behalf of the Underwriter consists of the information described as such in Section 9 hereof.

(c) The Disclosure Package did not, as of the Execution Time, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Each road show that is an Issuer Free Writing Prospectus but not required to be filed pursuant to Rule 433 when taken together as a whole with the Disclosure Package did not, as of the Execution Time, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentences do not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by the Underwriter specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of the Underwriter consists of the information described as such in Section 9 hereof.

(d) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Sections 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Notes in reliance on the exemption in Rule 163, and (iv) at the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Company was or is (as the case may be) a “well-known seasoned issuer” as defined in Rule 405. The Company agrees to pay the fees required by the Commission relating to the Notes within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(e) (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2)) of the Notes and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), the Company was not and is not an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an Ineligible Issuer.

(f) Each Issuer Free Writing Prospectus does not include any information that conflicts with the information then contained in the Registration Statement, including any document incorporated therein and any prospectus supplement deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by the Underwriter specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of the Underwriter consists of the information described as such in Section 9 hereof.

(g) The Company's Annual Report on Form 10-K for the year ended December 31, 2005 and Quarterly Reports on Form 10-Q for the quarters ended March 31, 2006, June 30, 2006 and September 30, 2006 incorporated by reference in the Disclosure Package and the Prospectus, comply in all material respects with the requirements of the Exchange Act, and any documents so filed and incorporated by reference subsequent to the date of this Agreement and prior to or on the Closing Date, when they are filed with the Commission, shall conform in all material respects with the requirements of the Exchange Act, and when read together with the other information in the Disclosure Package or the Prospectus, do not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) The Company is subject to and in full compliance with the reporting requirements of Section 13 or Section 15(d) of the Exchange Act.

(i) Each of the Company and the Guarantors has been duly incorporated or organized and is validly existing as a corporation or limited liability company in good standing under the laws of the jurisdiction in which it is chartered or organized with full corporate or limited liability company power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Disclosure Package and the Prospectus, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification, except where the failure to be in good standing or duly qualified (i) could not reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation the transactions contemplated hereby; or (ii) could not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business (a "***Material Adverse Effect***"). Other than the subsidiaries listed on Schedule C hereto (the "***Significant Subsidiaries***," and each a "***Significant Subsidiary***"), the Company does not have any "significant subsidiary," as that term is defined in Rule 1-02(w) of Regulation S-X under the Act.

(j) All the outstanding shares of capital stock, or equity interests in the case of a limited liability company, of each subsidiary have been duly and validly authorized and issued and are fully paid and nonassessable, and, except for directors' qualifying or nominal shares or as otherwise disclosed in the Disclosure Package and the Prospectus, all outstanding shares of capital stock or other equity interests of the subsidiaries are owned by the Company either

directly or through wholly-owned, except for directors' qualifying or nominal shares, subsidiaries free and clear of any perfected security interest or any other security interests, claims or liens, except for any such perfected security interest or any other security interests, claims or liens that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(k) The Company's authorized capitalization is as set forth under the heading "Capitalization" in the Disclosure Package and Prospectus (other than for subsequent issuances, if any, pursuant to employee benefit plans or upon the exercise of outstanding options or warrants described in the Disclosure Package and the Prospectus). All outstanding shares of capital stock of the Company have been duly and validly issued and are fully paid, non-assessable and not subject to any preemptive or similar rights.

(l) There is no franchise, contract or other document of a character required to be described in the Registration Statement, the Disclosure Package or the Prospectus, or to be filed as an exhibit thereto, which is not described or filed as required; and the statements in the Disclosure Package and the Prospectus under the headings "Description of Other Indebtedness," "Description of Notes" and "Material U.S. Federal Income Tax Considerations" and the statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2005 under "Item 3. – Legal Proceedings" and in the Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2006, June 30, 2006 and September 30, 2006 under "Item 1. – Legal Proceedings" incorporated by reference in the Disclosure Package and the Prospectus insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries in all material respects of such legal matters, agreements, documents or proceedings.

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

(n) The Indenture has been duly and validly authorized by the Company and each of the Guarantors, and when duly executed and delivered by the Company and each of the Guarantors (assuming due authorization, execution and delivery by the Trustee), will constitute a legal, valid and binding agreement of the Company and each of the Guarantors enforceable against the Company and each of the Guarantors in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws relating to or affecting creditors' rights generally and general equitable principles (regardless of whether such enforceability is considered a proceeding in equity or at law). The Indenture (i) has been duly qualified under the Trust Indenture Act of 1939, as amended (the "***Trust Indenture Act***") and (ii) complies in all material respects as to form with the requirements of the Trust Indenture Act.

(o) The Notes have been duly and validly authorized by the Company and when duly issued by the Company in accordance with the Indenture and, assuming due authentication of the Notes by the Trustee, when delivered to the Underwriter against payment therefor in accordance with the terms of this Agreement, will have been validly issued and delivered, and will constitute legal, valid and binding obligations of the Company entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws relating to or affecting creditors' rights generally and general equitable principles (regardless of whether such enforceability is considered a proceeding in equity or at law).

(p) The Guarantees have been duly and validly authorized by each of the Guarantors and, when duly endorsed on the Notes in accordance with the Indenture and assuming due authentication of the Notes by the Trustee, upon delivery to the Underwriter against payment therefor in accordance with the terms of this Agreement, will have been validly issued and delivered, and will constitute legal, valid and binding obligations of each of the Guarantors entitled to the benefits of the Indenture and enforceable against each of the Guarantors in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws relating to or affecting creditors' rights generally and general equitable principles (regardless of whether such enforceability is considered a proceeding in equity or at law).

(q) Neither the Company nor any Guarantor is, or, after giving effect to the offering and sale of the Notes and the application of the proceeds thereof as described under the heading "Use of Proceeds" in the Disclosure Package and the Prospectus, will be an "investment company" as defined in the Investment Company Act of 1940, as amended.

(r) No consent, approval, authorization, filing with or order of any court or governmental agency or body is required in connection with the transactions contemplated hereby, except such as have been obtained under the Act and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Notes by the Underwriter in the manner contemplated herein and in the Disclosure Package and the Prospectus.

(s) The execution, delivery and performance of this Agreement and the issuance of the Notes by the Company and the Guarantees by the Guarantors and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or limited liability, as the case may be, action and will not conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, (i) the certificate of incorporation, by-laws or other organizational documents of the Company or any of its subsidiaries, (ii) subject to the entering into of the Amendment, the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any of its subsidiaries is a party or bound or to which its or their property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of its subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its subsidiaries or any of its or their properties; except in the case of clauses (ii) and (iii) for such conflicts, breaches or violations that could not reasonably be expected to have a Material Adverse Effect.

(t) No holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

(u) The consolidated historical financial statements and schedules of (i) the Company and its consolidated subsidiaries, (ii) AHI (as defined herein) and (iii) Holmes (as defined herein) included or incorporated by reference in the Disclosure Package, the Prospectus and the Registration Statement present fairly in all material respects the financial condition, results of operations and cash flows of the Company and its consolidated subsidiaries as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles throughout the periods involved (except as otherwise noted therein).

(v) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property is pending or, to the best knowledge of the Company, threatened that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto).

(w) The Company and each of its Significant Subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Disclosure Package and the Prospectus and such as do not materially affect the value of the property of the Company and its subsidiaries taken as a whole and do not materially interfere with the use made and proposed to be made of such property by the Company or any of its Significant Subsidiaries; and all real property and buildings held under lease by the Company or any of its Significant Subsidiaries are held by them under valid, subsisting and enforceable leases, with such exceptions as could not reasonably be expected to have a Material Adverse Effect.

(x) Neither the Company nor any subsidiary is in violation or default of (i) any provision of its certificate of incorporation, by-laws or other organizational document, other than dormant, inactive or immaterial subsidiaries, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary or any of its properties, as applicable, other than such defaults in the case of clauses (ii) and (iii) which could not, individually or in the aggregate, have a Material Adverse Effect.

(y) Ernst & Young LLP, who have certified certain financial statements of the Company and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements and schedules included or incorporated by reference in the Disclosure Package and the Prospectus, are independent public accountants with respect to the Company within the meaning of the Act.

(z) Deloitte & Touche LLP, who have certified certain financial statements of American Household, Inc. and its consolidated subsidiaries (collectively, "***AHI***") and delivered their report with respect to the audited consolidated financial statements and schedules included or incorporated by reference in the Disclosure Package and the Prospectus, were independent public accountants with respect to AHI within the meaning of the Act.

(aa) PricewaterhouseCoopers LLP, who have certified certain financial statements of The Holmes Group, Inc. and its consolidated subsidiaries (collectively, "***Holmes***") and delivered their report with respect to the audited consolidated financial statements and schedules included or incorporated by reference in the Disclosure Package and the Prospectus, were independent public accountants with respect to Holmes within the meaning of the Act.

(bb) The Company has filed all foreign, federal, state and local tax returns that are required to be filed or have requested extensions thereof (except in any case in which the failure so to file would not have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto) and has timely paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the

extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith or with respect to which the failure to pay would not have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto).

(cc) No labor problem or dispute with the employees of the Company or any of its subsidiaries exists or is threatened or imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or its subsidiaries' principal suppliers, contractors or customers, that could reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto).

(dd) The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are adequate and customary in the businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any of its subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect; the Company and its subsidiaries are in compliance with the terms of such policies and instruments in all material respects; and there are no claims by the Company or any of its subsidiaries under any such policy or instrument as to which any insurance company is denying liability except as have been disclosed by the Company or the denial of which could not reasonably be expected to have a Material Adverse Effect; neither the Company nor any such subsidiary has been refused any insurance coverage sought or applied for; and neither the Company nor any such subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that could not reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto).

(ee) No subsidiary of the Company is currently prohibited, directly or indirectly from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's property or assets to the Company or any other subsidiary of the Company, except as described in or contemplated by the Disclosure Package and the Prospectus (exclusive of any supplement thereto) or as set forth on Schedule 2(ee).

(ff) The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to have such license, certificate, permit or authorization could not reasonably be expected to have a Material Adverse Effect, and neither the Company nor any such subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, could reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto).

(gg) The Company and its subsidiaries, taken as a whole, maintain adequate internal controls over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America ("***GAAP***"); the Company's internal

controls over financial reporting include those polices and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements. The Company and its subsidiaries' internal controls over financial reporting are effective as of the effective date and the Company and its subsidiaries are not aware of any material weakness in their internal control over financial reporting.

(hh) The Company and its subsidiaries maintain "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) under the Exchange Act); such disclosure controls and procedures are effective.

(ii) Neither the Company nor any of its subsidiaries has taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Notes.

(jj) The Company and its subsidiaries are (i) in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("***Environmental Laws***"), (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) have not received notice of any actual or potential liability under any environmental law, except where such non-compliance with Environmental Laws, failure to receive required permits, licenses or other approvals, or liability could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto).

(kk) In the ordinary course of its business, the Company periodically reviews the effect of Environmental Laws on the business, operations and properties of the Company and its subsidiaries, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, the Company has reasonably concluded that such associated costs and liabilities would not, singly or in the aggregate, have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto).

(ll) The Company and its subsidiaries own, possess, license or have other rights to use, on reasonable terms, all patents, patent applications, trade and service marks, trade and service mark registrations, trade names, copyrights, licenses, inventions, trade secrets, technology, know-how and other intellectual property necessary for the conduct of the Company's business (collectively, the "***Intellectual Property***") as now conducted or as proposed to be conducted in the Disclosure Package and the Prospectus, except where the failure to own, possess, license or have other rights to use such Intellectual Property would not reasonably be expected to have a Material Adverse Effect. To the Company's knowledge, there are no rights of

third parties to any of the Intellectual Property (other than the rights of licensors in Intellectual Property that is licensed to the Company and its subsidiaries or such rights that are not inconsistent with the Company's rights), except for any such rights of third parties that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the Company's knowledge, there is no infringement by third parties of any of the Intellectual Property, except for any such infringement by third parties that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the Company's rights in or to any of the Intellectual Property, except for any such action, suit, proceeding or claim that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity or scope of any of the Intellectual Property, except for any such action, suit, proceeding or claim that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and the Company is unaware of any facts that would form a reasonable basis for such action, suit, proceeding or claim. There is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of others, except for any such action, suit, proceeding or claim that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(mm) The minimum funding standard under Section 302 of the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder ("***ERISA***"), has been satisfied by each "pension plan" (as defined in Section 3(2) of ERISA) which has been established or maintained by the Company and/or one or more of its subsidiaries, and the trust forming part of each such plan which is intended to be qualified under Section 401 of the Code is so qualified, except where the failure of the pension plan to satisfy such minimum funding standards would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; each of the Company and its subsidiaries has fulfilled its obligations, if any, under Section 515 of ERISA; except as set forth on Schedule 2(mm), each pension plan and welfare plan established or maintained by the Company and/or one or more of its subsidiaries is in compliance in all material respects with the currently applicable provisions of ERISA; and neither the Company nor any of its subsidiaries has incurred or could reasonably be expected to incur any material withdrawal liability under Section 4201 of ERISA, any material liability under Section 4062, 4063, or 4064 of ERISA, or any other material liability under Title IV of ERISA.

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

(oo) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries has taken any action, directly or indirectly, that would result in a violation by such Persons of the FCPA, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company, its subsidiaries and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the

FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith. "***FCPA***" means Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

(pp) The operations of the Company and its subsidiaries are, and have been conducted at all times, in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "***Money Laundering Laws***") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(qq) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("***OFAC***"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(rr) Since the date of the most recent financial statements included or incorporated by reference in the Disclosure Package and the Prospectus, there has been no material adverse change in the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated by the Disclosure Package and the Prospectus.

(ss) Immediately after the consummation of the offering of the Notes, the fair value and present fair saleable value of the assets of the Company and each of the Guarantors (each on a consolidated basis) will exceed the sum of its stated liabilities and identified contingent liabilities. None of the Company or each of the Guarantors (each on a consolidated basis) is, nor will any of the Company or any of the Guarantors (each on a consolidated basis) be, after giving effect to the execution, delivery and performance of this Agreement, the Indenture, the Notes and the Guarantees and the consummation of the transactions contemplated hereby, (A) left with unreasonably small capital with which to carry on its business as it is proposed to be conducted, (B) unable to pay its debts (contingent or otherwise) as they mature or (C) otherwise insolvent.

(tt) The statistical and market-related data included or incorporated by reference in the Disclosure Package and the Prospectus are based on or derived from sources that the Company believes to be reliable and accurate and represent the good faith estimates that are made on the basis of data derived from such sources.

Any certificate signed by any officer of the Company or any of the Guarantors and delivered to the Underwriter or counsel for the Underwriter in connection with the offering of the Notes and related Guarantees shall be deemed a representation and warranty by the Company or such Guarantor, as to matters covered thereby, to the Underwriter.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell the Notes (and cause the Guarantors to issue the Guarantees) to the Underwriter, and the Underwriter agrees to purchase from the Company the aggregate amount of Notes. The Underwriter will purchase the Notes at an aggregate purchase price equal to 98.25% of the principal amount thereof plus accrued and unpaid interest from February 13, 2007 (the "***Purchase Price***").

3. Delivery and Payment. Delivery and payment of the Purchase Price for the Notes shall be made at the offices of Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, at 9:00 A.M. (New York City time) on the second Business Day after the date hereof, which date and time may be postponed by agreement among the Underwriter and the Company (such date and time of delivery and payment being herein called the "***Closing Date***").

On the Closing Date, one or more Notes in definitive form, registered in the name of Cede & Co., as nominee of the Depository Trust Company ("***DTC***"), having an aggregate principal amount corresponding to the aggregate principal amount of Notes pursuant to the Agreement (collectively, the "***Global Notes***") shall be delivered by the Company to the Underwriter against payment by the Underwriter of the Purchase Price thereof by wire transfer of immediately available funds to a bank account designated by the Company. The Global Notes in definitive form shall be made available to the Underwriter for inspection not later than 2:00 P.M. (New York City time) on the Business Day prior to the Closing Date.

4. Offering by Underwriter. It is understood that the Underwriter proposes to offer the Notes for sale to the public as set forth in the Disclosure Package and the Prospectus.

5. Agreements.

The Company agrees with the Underwriter that:

(a) Prior to the termination of the offering of the Notes, the Company will not file any amendment of the Registration Statement or supplement (including the Prospectus or any Preliminary Prospectus) to the Base Prospectus unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object, except for such filings the Company reasonably deems necessary to comply with federal or state securities laws or any rules of a stock exchange upon which the Company's securities are currently listed. The Company will cause the Prospectus, properly completed, and any supplement thereto to be filed in a form approved by the Underwriter with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Underwriter of such timely filing. The Company will promptly advise the Underwriter (1) when the Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (2) when, prior to termination of the offering of the Notes, any amendment to the Registration Statement shall have been filed or become effective, (3) of any request by the Commission or its staff for any amendment of the Registration Statement or for any supplement to the Prospectus or for any additional information, (4) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice that would prevent its use or the institution or threatening of any proceeding for that purpose and (5) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Notes for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its commercially reasonable efforts to prevent the issuance of any such stop order or the occurrence of any such suspension or prevention and, upon such issuance, occurrence or prevention, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or prevention, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using its commercially reasonable efforts to have such amendment or new registration statement declared effective as soon as practicable.

(b) The Company will prepare the Final Term Sheet, substantially in the form of Schedule B hereto and approved by the Underwriter and file the Final Term Sheet pursuant to Rule 433(d) of the Act within the time period prescribed by such Rule.

(c) The Company will advise you promptly, and if requested by you, will confirm such advice in writing, so long as delivery of a prospectus relating to the Notes by an underwriter or dealer may be required under the Act, of (i) any material change in the Company's condition (financial or otherwise), prospects, earnings, business or properties or (ii) any change in information in the Registration Statement, the Disclosure Package, the Prospectus, any Preliminary Prospectus or any Issuer Free Writing Prospectus or any amendment or supplement thereto.

(d) If, at any time when a prospectus relating to the Notes is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, including in connection with use or delivery of the Prospectus, the Company promptly will (1) notify the Underwriter of such event, (2) prepare and file with the Commission, subject to the second sentence of paragraph (i)(a) of this Section 5, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (3) use its commercially reasonable efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as reasonably practicable in order to avoid any disruption in use of the Prospectus and (4) supply any supplemented Prospectus to you in such quantities as you may reasonably request.

(e) The Company will timely file such reports pursuant to the Exchange Act as are necessary to make generally available to its security holders and to the Underwriter an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158.

(f) The Company will furnish to the Underwriter and its counsel, without charge, one signed copy of the Registration Statement (including exhibits thereto) and, so long as delivery of a prospectus by the Underwriter or dealer may be required by the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), as many copies of each Preliminary Prospectus, the Prospectus and each Issuer Free Writing Prospectus and any supplement thereto as the Underwriter may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(g) The Company will arrange, if necessary, for the qualification of the Notes for sale under the laws of such jurisdictions as the Underwriter may designate in writing and will maintain such qualifications in effect so long as required for the distribution of the Notes; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Notes, in any jurisdiction where it is not now so subject.

(h) The Company agrees that, unless it obtains the prior written consent of the Underwriter (which consent being deemed to have been given with respect to (A) the Final Term Sheet prepared and filed pursuant to Section 5(b) hereof and (B) any other Issuer Free Writing Prospectus identified on Schedule A hereto), and the Underwriter agrees with the Company that, unless it has obtained or will obtain, as the case may be, the prior written consent of the Company, it has not made and will not make any offer relating to the Notes that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405) required to be filed by the Company with the Commission or retained by the Company under Rule 433; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect to (A) the Final Term Sheet prepared and filed pursuant to Section 5(b) hereof and (B) any other Issuer Free Writing Prospectus identified on Schedule A hereto. Any such free writing prospectus consented to by the Underwriter or the Company is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company agrees that (x) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(i) Until 90 days following the Closing Date, the Company will not offer, sell, contract to sell or otherwise transfer or dispose of any debt securities of the Company or any warrants, rights or options to purchase or otherwise acquire debt securities of the Company substantially similar to the Notes (other than the Notes), without the prior written consent of the Underwriter (which consent shall note be unreasonably withheld). Notwithstanding the foregoing, the Company may redeem any of its 9-3/4% Senior Subordinated Notes due 2012 in accordance with the terms of the indenture governing such notes.

(j) Neither the Company nor any of its subsidiaries will take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Notes.

(k) The Company will comply with all agreements set forth in the representation letters of the Company to DTC relating to the acceptance of the Notes for "book entry" transfer through the facilities of DTC.

(l) The Company and the Guarantors will, for a period of twelve months following the Execution Time, furnish to the Underwriter all reports or other communications (financial or other) generally made available to stockholders, and deliver such reports and communications to the Underwriter as soon as they are available, unless such documents are furnished to or filed with the Commission or any securities exchange on which any class of securities of the Company is listed and generally made available to the public.

6. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to purchase the Notes and related Guarantees shall be subject to the accuracy of the representations and warranties on the part of the Company and the Guarantors contained herein as of the Execution Time and the Closing Date pursuant to Section 3 hereof, to the accuracy of the statements of the Company and the Guarantors made in any certificates pursuant to the provisions hereof, to the performance by the Company and the Guarantors of their respective obligations hereunder (including providing all required certificates and opinions described below in forms reasonably satisfactory to the Underwriter and its counsel) and to the following additional conditions:

(a) The Prospectus and any supplement thereto has been filed in the manner and within the time period required by Rule 424(b), and any other material required to be filed by the Company (including, without limitation, the Final Term Sheet) pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice that would prevent its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened; and any request of the Commission for additional information (to be included in the Registration Statement or the Prospectus or otherwise) shall have been disclosed to the Underwriter and complied with to the Underwriter's reasonable satisfaction.

(b) The Underwriter shall not have been advised by the Company, or shall not have discovered and disclosed to the Company, that the Registration Statement, the most recent Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus or any amendment or supplement thereto contains an untrue statement of fact which, in the reasonable opinion of the Underwriter or its counsel, is material, or omits to state any fact which, in the opinion of the Underwriter or its counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(c) The Company shall have requested and caused Kane Kessler, P.C., counsel for the Company, to have furnished to the Underwriter its opinions, dated the Closing Date, and addressed to the Underwriter, in substantially the form attached hereto as Exhibit A.

(d) John Capps, Esq., general counsel to the Company, shall have furnished to the Underwriter his opinion, dated the Closing Date, and addressed to the Underwriter, in substantially the form attached hereto as Exhibit B.

(e) The Company shall have requested and caused one or more special counsel for the Company and the Guarantors, reasonably acceptable to the Underwriter, to furnish to the Underwriter its or their opinion (containing customary assumptions, qualifications, limitations and exceptions acceptable to the Underwriter and its counsel), dated the Closing Date and addressed to the Underwriter, in substantially the form attached hereto as Exhibit C.

(f) The Underwriter shall have received from Weil, Gotshal & Manges LLP, counsel for the Underwriter, such opinion or opinions, dated the Closing Date and addressed to the Underwriter, with respect to the issuance and sale of the Notes and the Guarantees, the Registration Statement, the Disclosure Package, the Prospectus (together with any supplement thereto) and other related matters as the Underwriter may reasonably require, and the Company and the Guarantors shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(g) Each of the Company, the Guarantors and the Trustee shall have entered into the Indenture and the Underwriter shall have received counterparts, conformed as executed, thereof.

(h) The Notes shall be eligible for clearance and settlement through DTC.

(i) The Company shall have furnished to the Underwriter a certificate of the Company, dated the Closing Date, signed by the Chief Executive Officer or the President and the principal financial or accounting officer of the Company and the Guarantors shall have furnished to the Underwriter a certificate of each Guarantor, dated the Closing Date, signed by an officer of such Guarantor, to the effect that the signers of such certificate have carefully examined the

Registration Statement, the Prospectus, the Disclosure Package and any supplements or amendments thereto and this Agreement and that:

(i) the representations and warranties of the Company and each of the Guarantors in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date, and the Company and each of the Guarantors has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement or any notice that would prevent its use has been issued and no proceedings for that purpose have been instituted or, to the Company's or such Guarantor's knowledge, threatened; and

(iii) since the date of the most recent financial statements included or incorporated by reference in the Disclosure Package and the Prospectus (exclusive of any supplement thereto), there has been no Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto); and

(iv) they have carefully examined the Registration Statement, the Prospectus and the Disclosure Package, and, in their opinion, (A) (1) the Registration Statement, as of the Effective Date, (2) the Prospectus, as of its date and on the Closing Date, or (3) the Disclosure Package, as of the Execution Time, did not and do not contain any untrue statement of a material fact and did not and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (except in the case of the Registration Statement, in the light of the circumstances under which they were made) not misleading and (B) since the Effective Date, no event has occurred that should have been set forth in a supplement or amendment to the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus that has not been so set forth.

(j) (1) The Company shall have requested and caused Ernst & Young LLP to have furnished to the Underwriter, at the Execution Time, a letter dated as of the Execution Time, in form and substance satisfactory to the Underwriter, confirming that they are an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations adopted by the Commission and the PCAOB and stating as of the Execution Time (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given or incorporated by reference in the Disclosure Package, as of a date not more than five days prior to the Execution Time), the conclusions and findings of such firm with respect to the financial information set forth or incorporated by reference in the Disclosure Package and other matters customarily covered by accountants' "comfort letters" to the Underwriter; and

(2) At the Closing Date, the Company shall have requested and caused Ernst & Young LLP to furnish to the Underwriter a letter, dated as of the Closing Date, in form and substance satisfactory to the Underwriter, confirming that they are an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations adopted by the Commission and the PCAOB and stating as of the Closing Date (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Prospectus, as of a date not more than five days prior to the Closing Date), the conclusions and findings of such firm with respect to the financial information set forth in the Prospectus and other matters customarily covered by accountants' "comfort letters" to Underwriter.

(k) On the Closing Date, the Underwriter shall have received a certificate from the Company, signed by the Chief Financial Officer of the Company, stating that the financial information set forth under the heading "Recent Developments" in the Prospectus Supplement, dated February 12, 2007, is true and correct and fairly presents such financial information in all material respects, as of its date and the Closing Date.

(l) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Disclosure Package and the Prospectus, there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (j) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Underwriter, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Notes.

(m) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act) or subsequent to the Execution Time, any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(n) Prior to the Closing Date, the Company and the Guarantors shall have furnished to the Underwriter such further information, certificates and documents as the Underwriter may reasonably request.

The documents required to be delivered by this Section 6 shall be delivered at the office of Weil, Gotshal & Manges LLP, counsel for the Underwriter, at 767 Fifth Avenue, New York, New York 10153, on the Closing Date.

7. Expenses. The Company agrees, whether or not the transactions contemplated by this Agreement are consummated, to pay the costs and expenses relating to the following matters, without duplication of the costs relating to the Underwriting Agreement, dated February 7, 2007: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), each Preliminary Prospectus, the Prospectus and each Issuer Free Writing Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, the Disclosure Package, each Preliminary Prospectus, the Prospectus and each Issuer Free Writing Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Notes; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Notes and the Guarantees, including any stamp or transfer taxes in connection with the original issuance and sale of the Notes; (iv) the printing (or reproduction) and delivery of this Agreement, the Indenture, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Notes; (v) any registration or qualification of the Notes for offer and sale under the securities or blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Underwriter relating to such registration and qualification); (vi) any rating of the Notes by rating agencies; (vii) any required review by the National Association of Securities

Dealers, Inc. of the terms of the sale of the Notes; (viii) the services of the Trustee and any agent of the Trustee (including related fees and expenses of counsel for the Trustee); (ix) all fees and expenses of the Company (including fees and expenses of its counsel) and the Underwriter (but not including the fees and expenses of its counsel) in connection with approval of the Notes by DTC for "book entry" transfer; (x) the hotel expenses incurred by or on behalf of Company representatives in connection with presentations to prospective purchasers of the Notes; (xi) one-half of the fixed and variable costs related to use of the Company's aircraft or any other chartered aircrafts in connection with "road show" presentations; (xii) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company; and (xiii) all other costs and expenses incident to the performance by the Company of its obligations hereunder. Except as set forth herein and Section 8 below, the Underwriter shall pay its own expenses, including the fees and expenses of its counsel, transfer taxes on the resale of any of the Notes by it and any advertising expensed incurred by it in connection with the offering of the Notes.

8. Reimbursement of Underwriter's Expenses. If the sale of the Notes provided for herein is not consummated because any condition to the obligations of the Underwriter set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 11 hereof or because of any refusal, inability or failure on the part of the Company or any Guarantor to perform any agreement herein or comply with any provision hereof other than by reason of a default by the Underwriter, the Company will reimburse the Underwriter on demand for all reasonable expenses (including reasonable fees and disbursements of outside counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Notes.

9. Indemnification and Contribution. (a) The Company and the Guarantors, jointly and severally, agree to indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter and each person who controls the Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement for the registration of the Notes as originally filed or in any amendment thereof, or in any Preliminary Prospectus, the Prospectus or any Issuer Free Writing Prospectus or in any amendment thereof or supplement thereto, in any "issuer information" filed or required to be filed pursuant to Rule 433, or in any "road show" (as defined in Rule 433) not constituting an Issuer Free Writing Prospectus or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company and the Guarantors will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company and the Guarantors by or on behalf of the Underwriter specifically for inclusion therein, it being understood and agreed that the only such information furnished by or on behalf of the Underwriter consists of the information described as such in Section 9(b) hereof. This indemnity agreement will be in addition to any liability which the Company and the Guarantors may otherwise have.

(b) The Underwriter agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity to the Underwriter, but only with reference to written information relating to the Underwriter furnished to the Company and the Guarantors by or on behalf of the Underwriter specifically for inclusion

in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which the Underwriter may otherwise have. The Company and the Guarantors acknowledge that the statements set forth in the last paragraph of the cover page regarding delivery of the Notes and, under the heading "Underwriting" the paragraph related to stabilization, syndicate covering transactions and penalty bids in any Preliminary Prospectus and the Prospectus constitute the only information furnished in writing by or on behalf of the Underwriter for inclusion in any Preliminary Prospectus or the Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 9 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 9, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding, (ii) is only for the payment of money by each indemnified party and (iii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 9 is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively ***"Losses"***) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party or parties on the other hand from the offering of the Notes; provided, however, that in no case shall the Underwriter be responsible for any amount in excess of the underwriting discount or commission applicable to the Notes purchased by the Underwriter hereunder. If the allocation provided by the immediately preceding sentence is not available for any

reason, then each indemnifying party shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the indemnifying party or parties, on the one hand, and of the indemnified party or parties on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company and each of the Guarantors shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriter shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company or the Guarantors, on the one hand, or the Underwriter on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company, the Guarantors and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (e), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 9, each person who controls the Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of the Underwriter shall have the same rights to contribution as the Underwriter, and each person who controls the Company or any of the Guarantors within the meaning of either the Act or the Exchange Act, each officer of the Company and the Guarantors who shall have signed the Registration Statement and each director of the Company and the Guarantors shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (e).

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Underwriter, by notice given to the Company prior to delivery of and payment for the Notes, if at any time prior to such time (i) trading in the Company's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange, (ii) a banking moratorium shall have been declared either by federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States shall have occurred or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis, including, without limitation, as a result of terrorist activities after the date hereof, the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Notes as contemplated by the Disclosure Package and the Prospectus (exclusive of any supplement thereto).

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers, of the Guarantors and of the Underwriter set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, the Guarantors or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 9 hereof, and will survive delivery of and payment for the Notes. The provisions of Sections 7, 8 and 9 hereof shall survive the termination or cancellation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Underwriter, will be mailed, delivered or telefaxed to Lehman Brothers Inc., 745 Seventh Avenue, New York, New York 10019, Attention: Syndicate Registration (Fax: 646-497-4815), with a copy, in the case of any notice pursuant to Section 9(c), to the Director of Litigation, Office of the General Counsel, Lehman Brothers Inc., 399 Park Avenue, 10th Floor, New York, New York

10022 (Fax: 212-520-0421); or, if sent to the Company, will be mailed, delivered or telefaxed to 914-967-9405 and confirmed to it at 555 Theodore Fremd Avenue, Rye, New York 10580, attention of the Legal Department, with a copy to Kane Kessler, P.C., 1350 Avenue of the Americas, New York, New York 10019 (Fax: 212-245-3009, attention Robert L. Lawrence, Esq. and Mitchell D. Hollander, Esq.).

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 9 hereof, and no other person will have any right or obligation hereunder.

14. No Fiduciary Duty. The Company and the Guarantors hereby acknowledge that (a) the purchase and sale of the Notes pursuant to this Agreement is an arm's-length commercial transaction among the Company and the Guarantors on the one hand, and the Underwriter and any affiliate through which it may be acting, on the other, (b) the Underwriter is acting as principal and not as an agent or fiduciary of the Company and the Guarantors and (c) the engagement of the Underwriter by the Company and the Guarantors in connection with the offering and the process leading up to the offering is as an independent contractor and not in any other capacity. Furthermore, the Company and the Guarantors agree that they are solely responsible for making their own judgments in connection with the offering (irrespective of whether the Underwriter has advised or is currently advising the Company or the Guarantors on related or other matters). The Company and the Guarantors agree that they will not claim that the Underwriter has rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to them, in connection with such transaction or the process leading thereto.

15. Research Analyst Independence. The Company acknowledges that the Underwriter's research analysts and research departments are required to be independent from its investment banking divisions and are subject to certain regulations and internal policies, and that the Underwriter's research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Company and/or the offering that differ from the views of its investment banking divisions. The Company and the Guarantors hereby waive and release, to the fullest extent permitted by law, any claims that the Company or the Guarantors may have against the Underwriter with respect to any conflict of interest that may arise from the fact that the views expressed by its independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Company or the Guarantors by the Underwriter's investment banking divisions. The Company and the Guarantors acknowledge that the Underwriter is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies that may be the subject of the transactions contemplated by this Agreement.

16. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Guarantors, on the one hand, and the Underwriter, on the other hand, with respect to the subject matter hereof.

17. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

18. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

19. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

20. Definitions. The terms which follow, when used in this Agreement, shall have the meanings indicated.

"Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Base Prospectus" shall mean the prospectus referred to in paragraph 1(i)(a) above contained in the Registration Statement at the Effective Date.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Disclosure Package" shall mean (i) the Base Prospectus, (ii) the Preliminary Prospectus, as amended and supplemented prior to the Execution Time, (iii) the Issuer Free Writing Prospectuses identified in Schedule A hereto, and (iv) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

"Effective Date" shall mean each date and time that the Registration Statement and any post-effective amendment or amendments thereto became or become effective under the Act.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" means 2:50 p.m. (New York City time) on the date of this Agreement.

"Final Term Sheet" means the term sheet prepared pursuant to Section 5(b) of the Agreement and substantially in the form attached as Schedule B hereto.

"Free Writing Prospectus" shall mean a free writing prospectus, as defined in Rule 405.

"Issuer Free Writing Prospectus" shall mean an issuer free writing prospectus, as defined in Rule 433, including the Final Term Sheet.

"Preliminary Prospectus" shall mean any preliminary prospectus supplement to the Base Prospectus which describes the Notes and the Guarantees and the offering thereof and is used prior to filing of the Prospectus, together with the Base Prospectus.

"Prospectus" shall mean the prospectus supplement relating to the Notes and the Guarantees that was first filed pursuant to Rule 424(b) after the Execution Time, together with the Base Prospectus.

"Registration Statement" shall mean the registration statement referred to in paragraph 1(i)(a) above, including exhibits and financial statements and any prospectus supplement relating to the Notes and the Guarantees that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B, as amended at the Execution Time and, in the event any post-effective amendment thereto.

"Rule 158", "Rule 163", "Rule 164", "Rule 172", "Rule 405", "Rule 415", "Rule 424", "Rule 430B" and "Rule 433" refer to such rules under the Act.

"Well-Known Seasoned Issuer" shall mean a well-known seasoned issuer, as defined in Rule 405.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company, the Guarantors and the Underwriter.

Very truly yours,

JARDEN CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Chief Financial Officer

Guarantors:
ALLTRISTA PLASTICS CORPORATION
AMERICAN HOUSEHOLD, INC.
BICYCLE HOLDING, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
FIRST ALERT, INC.
FIRST ALERT HOLDINGS, INC.
HEARTHMARK, LLC
JARDEN ACQUISITION I, INC.
JARDEN ZINC PRODUCTS, INC.
KANSAS ACQUISITION CORP.
L.A. SERVICES, INC.
LASER ACQUISITION CORP.
QUOIN, LLC
SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.
THE UNITED STATES PLAYING CARD COMPANY
USPC HOLDING, INC.

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Treasurer

HOLMES MOTOR CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Secretary

SUNBEAM AMERICAS HOLDINGS, LLC

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: President

The foregoing Agreement is
hereby confirmed and accepted
as of the date first written above.

Lehman Brothers Inc.

By: LEHMAN BROTHERS INC.

By: /s/ Peter J. Toal
Name: Peter J. Toal
Title: Managing Director

Exhibit 4.1
EXECUTION VERSION

JARDEN CORPORATION

AND

THE BANK OF NEW YORK,
TRUSTEE

INDENTURE

DATED AS OF

February 13, 2007

SENIOR SUBORDINATED DEBT SECURITIES

JARDEN CORPORATION
RECONCILIATION AND TIE BETWEEN TRUST INDENTURE ACT OF 1939
AND INDENTURE, DATED AS FEBRUARY 13, 2007

Section of Trust Indenture Act of 1939		Section(s) of INDENTURE
ss. 310	(a) (1)	609
	(a) (2)	609
	(a) (3)	Not Applicable
	(a) (4)	Not Applicable
	(a) (5)	609
	(b)	608, 610
ss. 311	(a)	613
	(b)	613
	(c)	Not Applicable
ss. 312	(a)	701, 702 (a)
	(b)	702 (b)
	(c)	702 (b)
ss. 313	(a)	703 (a)
	(b)	703 (a)
	(c)	703 (a)
	(d)	703 (b)
ss. 314	(a)	704, 1005
	(b)	Not Applicable
	(c) (1)	103
	(c) (2)	103
	(c) (3)	Not Applicable
	(d)	Not Applicable
	(e)	103
ss. 315	(a)	601 (a)
	(b)	602
	(c)	601 (b)
	(d)	601 (c)
	(d) (1)	601 (c) (1)
	(d) (2)	601 (c) (2)
	(d) (3)	601 (c) (3)
	(e)	511
ss. 316	(a) (1) (A)	505
	(a) (1) (B)	504
	(a) (2)	Not Applicable
	(a) (last sentence)	101
	(b)	507
ss. 317	(a) (1)	503
	(a) (2)	509
	(b)	1003
ss. 318	(a)	108
	(b)	Not Applicable
	(c)	108

Note: This reconciliation and tie shall not, for any purpose, be deemed to be a part of the Indenture.

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INDENTURE

THIS Indenture, dated as of February 13, 2007, between Jarden Corporation, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), having its principal office at 555 Theodore Fremd Avenue, Rye, New York 10580, and The Bank of New York, as Trustee (herein called the "Trustee") the office of the Trustee at which at the date hereof its corporate trust business is principally administered being 101 Barclay Street, 8th Floor West, New York, NY 10286.

RECITALS OF THE COMPANY

The Company has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of its unsecured debentures, notes or other evidences of indebtedness (herein called the "Securities"), to be issued in one or more series as in this Indenture provided.

The Securities of each series will be in such form as may be established by or pursuant to a Board Resolution or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions, and other variations as are required or permitted by this Indenture, and may have such letters, numbers, or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may, consistently herewith, be determined by the officers executing such Securities, as evidenced by their execution of the Securities.

This Indenture is subject to the provisions of the Trust Indenture Act and the rules and regulations of the SEC promulgated thereunder that are required to be part of this Indenture and, to the extent applicable, shall be governed by such provisions.

All things necessary to make this Indenture a valid agreement of the Company, in accordance with its terms, have been done.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Securities by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities or of series thereof, as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. DEFINITIONS.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;

(2) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles in the United States, and, except as otherwise herein expressly provided, the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles as are generally accepted in the United States at the date of such computation; and

(3) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

Certain terms, used principally in Article V, are defined in Section 102.

"Act" when used with respect to any Holder, has the meaning specified in Section 105.

"Additional Amounts" means any additional amounts that are required by the express terms of a Security or by or pursuant to a Board Resolution, under circumstances specified therein or pursuant thereto, to be paid by the Company with respect to certain taxes, assessments or other governmental charges imposed on certain Holders and that are owing to such Holders.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Authenticating Agent" means any Person authorized by the Trustee to act on behalf of the Trustee pursuant to Section 614 to authenticate Securities of one or more series.

"Authorized Newspaper" means a newspaper, in the English language or in an official language of the country of publication, customarily published on each Business Day, whether or not published on Saturdays, Sundays or holidays, and of general circulation in the place in connection with which the term is used or in the financial community of such place. Where successive publications are required to be made in Authorized Newspapers, the successive publications may be made in the same or in different newspapers in the same city meeting the foregoing requirements and in each case on any Business Day.

"Board of Directors" means

(1) with respect to a corporation, the board of directors of the corporation;

(2) with respect to a partnership, the board of directors of the general partner of the partnership; and

(3) with respect to any other Person, the board or committee of such Person serving a similar function.

"Board Resolution" means, with respect to any Person, a resolution of such Person duly adopted by the Board of Directors of such Person and in full force and effect.

"Book-Entry Security" has the meaning specified in Section 204.

"Business Day," when used with respect to any Place of Payment, means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in that Place of Payment or the city in which the Corporate Trust Office is located are authorized or obligated by law or executive order to close.

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP.

"Capital Stock" means:

(i) in the case of a corporation, corporate stock;

(ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Company" means the Person named as the "Company" in the first paragraph of this instrument until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Company" shall mean such successor Person.

"Company Request" and "Company Order" mean, respectively, a written request or order signed in the name of the Company by its Chairman of the Board, its President or a Vice President, and by its Treasurer, an Assistant Treasurer, its Controller, an Assistant Controller, its Secretary or an Assistant Secretary, and delivered to the Trustee.

"Corporate Trust Office" means the office of the Trustee at which at any particular time its corporate trust business shall be principally administered, which office at the date hereof is that indicated in the introductory paragraph of this Indenture.

"Currency Agreement" means, with respect to any specified Person, any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect such specified Person against fluctuations in currency values.

"Default" means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

"Defaulted Interest" has the meaning specified in Section 307.

"Depositary" means, with respect to the Securities of any series issuable or issued in the form of a global Security, the Person designated as Depositary by the Company pursuant to Section 301 until a successor Depositary shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Depositary" shall mean or include each Person who is then a Depositary hereunder, and if at any time there is more than one such person, "Depositary" as used with respect to the Securities of any series shall mean the Depositary with respect to the Securities of that series.

"Dollar" or "$" means a dollar or other equivalent unit in such coin or currency of the United States as at the time shall be legal tender for the payment of public and private debts.

"Event of Default" has the meaning specified in Section 501.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States of America, as in effect as of the date of issuance of Securities.

"Guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements), of all or any part of Indebtedness.

"Guarantor" means any Subsidiary that incurs a Guarantee.

"Hedging Agreement" means, with respect to any Person, any agreement with respect to the hedging of price risk associated with the purchase of commodities used in the business of such Person, so long as any such agreement has been entered into in the ordinary course of business and not for purposes of speculation.

"Holder" when used with respect to any Security, means the Person in whose name the Security is registered in the Security Register.

"Indebtedness" means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent, in respect of:

(1) borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) (other than obligations with respect to letters of credit securing obligations (other than obligations described in clause (1), (2) and (4) of this definition) entered into in the ordinary course of business of such Person to the extent that such letters of credit are not drawn upon);

(3) banker's acceptances;

(4) any Capital Lease Obligations;

(5) the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable incurred in the ordinary course of business; or

(6) any Hedging Agreements,

if and to the extent any of the preceding items (other than letters of credit and Hedging Agreements) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the guarantee by the specified Person of any indebtedness of any other Person.

The amount of any Indebtedness outstanding as of any date shall be:

(1) the accreted value thereof, in the case of any Indebtedness issued with original issue discount; and

(2) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

"Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof and shall include the terms of particular series of Securities established as contemplated by Section 301 and the provisions of the Trust Indenture Act that are deemed to be a part of and govern this instrument.

"Interest Payment Date," means the Stated Maturity of an installment of interest on such Security.

"Interest Swap Obligations," means the obligations of any Person pursuant to any arrangement with any other Person, whereby directly or indirectly, such Person is entitled to receive from time to time periodic payments calculated by applying either a floating or a fixed rate of interest on a stated notional amount in exchange for periodic payments made by such other Person calculated by applying a fixed or a floating rate of interest on the same notional amount and shall include, without limitation, interest rate swaps, options, caps, floors, collars and similar agreements.

"Lien" means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

"Maturity," when used with respect to any Security, means the date on which the principal of such Security or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise.

"Officers' Certificate" means a certificate signed by the Chairman of the Board, the President or a Vice President, and by the Treasurer, the Controller, the Secretary or an Assistant Treasurer, Assistant Controller or Assistant Secretary, of the Company, and delivered to the Trustee, which certificate shall be in compliance with Section 103 hereof.

"Opinion of Counsel" means a written opinion of counsel, who may be counsel for or an employee of the Company, rendered, if applicable, in accordance with Section 314(c) of the Trust Indenture Act, which opinion shall be in compliance with Section 103 hereof.

"Original Issue Discount Security" means any Security that provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502.

"Outstanding" when used with respect to Securities, means, as of the date of determination, all Securities theretofore authenticated and delivered under this Indenture, except:

(i) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Securities for whose payment or redemption money in the necessary amount has been theretofore irrevocably deposited with the Trustee or any Paying Agent (other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent) for the Holders of such Securities; *provided* that, if such Securities are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and

(iii) Securities that have been paid pursuant to Section 306 or in exchange for or in lieu of which other Securities have been authenticated and delivered pursuant to this Indenture, other than any such Securities in respect of which there shall have been

presented to the Trustee proof satisfactory to it that such Securities are held by a bona fide purchaser in whose hands such Securities are valid obligations of the Company;

provided, however, that in determining whether the Holders of the requisite principal amount of the Outstanding Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, or whether a quorum is present at a meeting of Holders of Securities, (a) the principal amount of an Original Issue Discount Security that shall be deemed to be Outstanding for such purposes shall be the principal amount thereof that would be due and payable as of the date of such determination upon acceleration of the Maturity thereof pursuant to Section 502, (b) the principal amount of a Security denominated in a foreign currency shall be the U.S. Dollar equivalent, determined by the Company on the date of original issuance of such Security, of the principal amount (or, in the case of an Original Issue Discount Security, the U.S. Dollar equivalent, determined on the date of original issuance of such Security, of the amount determined as provided in (a) above), of such Security and (c) Securities owned by the Company or any other obligor upon the Securities or any Affiliate of the Company or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver or upon any such determination as to the presence of a quorum, only Securities which the Trustee knows to be so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Company or any other obligor upon the Securities or any Affiliate of the Company or of such other obligor.

"Paying Agent" means any Person, which may include the Company, authorized by the Company to pay the principal of (and premium, if any) or interest on any one or more series of Securities on behalf of the Company.

"Person" means an individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"Place of Payment" when used with respect to the Securities of any series, means the place or places where the principal of (and premium, if any) and interest on the Securities of that series are payable as specified in accordance with Section 301 subject to the provisions of Section 1002.

"Post-Petition Interest" means any interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Company (or would accrue but for the operation of applicable bankruptcy or insolvency laws), whether or not such interest is allowed or allowable as a claim in any such proceeding.

"Predecessor Security" of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by such particular Security; and, for the purposes of this definition, any Security authenticated and delivered under Section 306 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Security shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Security.

“Redemption Date” when used with respect to any Security to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

“Redemption Price” when used with respect to any Security to be redeemed, means the price at which it is to be redeemed pursuant to this Indenture.

“Registered Security” means any Security in the form established pursuant to Section 201 which is registered in the Security Register.

“Regular Record Date” for the interest payable on any Interest Payment Date on the Registered Securities of any series means the date specified for that purpose as contemplated by Section 301, or, if not so specified, the last day of the calendar month preceding such Interest Payment Date if such Interest Payment Date is the fifteenth day of the calendar month or the fifteenth day of the calendar month preceding such Interest Payment Date if such Interest Payment Date is the first day of a calendar month, whether or not such day shall be a Business Day.

“Representative” means the trustee, agent or representative expressly authorized to act in such capacity, if any, for an issue of Senior Debt.

“Responsible Officer” when used with respect to the Trustee, means any officer of the Trustee with direct responsibility for the administration of the Indenture and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Securities” has the meaning stated in the first recital of this Indenture and more particularly means any Securities authenticated and delivered under this Indenture.

“Security Register” and “Security Registrar” have the respective meanings specified in Section 305.

“Senior Debt” means, at any date, (a) all Indebtedness of the Company for borrowed money, including principal, premium, if any, and interest (including Post-Petition Interest) on such Indebtedness, unless the instrument under which such Indebtedness of the Company for money borrowed is incurred expressly provides that such Indebtedness for money borrowed is not senior or superior in right of payment to the Securities of the applicable series, and all renewals, extensions, modifications, amendments or refinancings thereof; (b) all obligations of the Company under Interest Swap Obligation, and (c) all obligations of the Company under Currency Agreements. Notwithstanding the foregoing, Senior Debt shall not include (a) to the extent that it may constitute Indebtedness, any obligation for federal, state, local or other taxes; (b) any Indebtedness between the Company and any Subsidiary of the Company; (c) to the extent that it may constitute Indebtedness, any obligation in respect of any trade payable incurred for the purchase of goods or materials, or for services obtained, in the ordinary course of business; (d) that portion of any Indebtedness that is incurred in violation of this Indenture; (e) Indebtedness evidenced by the Securities; (f) Indebtedness of the Company that is expressly subordinate or junior in right of payment to any other Indebtedness of the Company; (g) to the extent that it may constitute Indebtedness, any obligation owing under leases (other than Capital

Lease Obligations); and (h) any obligation that by operation of law is subordinate to any generalized unsecured obligations of the Company.

"Special Record Date" for the payment of any Defaulted Interest on the Registered Securities of any series means a date fixed by the Trustee pursuant to Section 307.

"Stated Maturity" when used with respect to any Security or any installment of principal thereof or interest thereon, means the date specified in such Security as the fixed date on which the principal of such Security or such installment of principal or interest is due and payable.

"Subsidiary" means, with respect to any specified Person:

(i) any corporation of which the outstanding Capital Stock having at least a majority of the votes entitled to be cast in the election of directors under ordinary circumstances shall at the time be owned, directly or indirectly by such Person; or

(ii) any other Person of which at least a majority of the voting interest under ordinary circumstances is at the time, directly or indirectly, owned by such Person.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this instrument until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean or include each Person who is then a Trustee hereunder, and if at any time there is more than one such Person, "Trustee" as used with respect to the Securities of any series shall mean the Trustee with respect to Securities of that series.

"Trust Indenture Act" means the Trust Indenture Act of 1939 as in force at the date as of which this instrument was executed, except as provided in Section 903.

"United States" means the United States of America (including the States and the District of Columbia) and its "possessions," which include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

"United States Alien" means any Person who, for United States federal income tax purposes, is a foreign corporation, a nonresident alien individual, a nonresident alien or foreign fiduciary of an estate or trust, or a foreign partnership.

"U.S. Government Obligations" means direct noncallable obligations of, or noncallable obligations the payment of principal of and interest on which is guaranteed by, the United States of America, or to the payment of which obligations or guarantees the full faith and credit of the United States of America is pledged, or beneficial interests in a trust the corpus of which consists exclusively of money or such obligations or a combination thereof.

"Vice President" when used with respect to the Company or the Trustee, means any vice president, whether or not designated by a number or a word or words added before or after the title "vice president".

"Wholly Owned Subsidiary" of any Person means any Subsidiary of such Person of which all the outstanding voting securities (other than in the case of a Restricted Subsidiary that is incorporated in a jurisdiction other than a State in the United States of America or the District of Columbia, directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) are owned by such Person or any Wholly Owned Subsidiary of such Person.

"Yield to Maturity" when used with respect to any Original Issue Discount Security, means the yield to maturity, if any, set forth on the face thereof.

SECTION 102. INCORPORATION BY REFERENCE OF TRUST INDENTURE ACT.

Whenever this Indenture refers to a provision of the Trust Indenture Act, the provision is incorporated by reference in and made a part of this Indenture. The following Trust Indenture Act terms used in this Indenture have the following meanings:

"Bankruptcy Act" means the Bankruptcy Act or Title 11 of the United States Code, as amended.

"indenture securities" means the Securities.

"indenture securityholder" means a Holder.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Trustee.

"obligor" on the indenture securities means the Company or any other obligor on the Securities.

All terms used in this Indenture that are defined by the Trust Indenture Act, defined by Trust Indenture Act reference to another statute or defined by SEC rule under the Trust Indenture Act and not otherwise defined herein have the meanings assigned to them therein.

SECTION 103. COMPLIANCE CERTIFICATES AND OPINIONS.

Except as otherwise expressly provided by this Indenture, upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent, if any (including any covenants the compliance with which constitutes a condition precedent), provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any (including any covenants the compliance with which constitutes a condition precedent), have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include

(1) a statement that each Person signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such Person, such Person has made such examination or investigation as is necessary to enable such Person to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of each such Person, such condition or covenant has been complied with.

SECTION 104. FORM OF DOCUMENTS DELIVERED TO TRUSTEE.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company stating that the information with respect to such factual matters is in the possession of the Company, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 105. ACTS OF HOLDERS; RECORD DATES.

(1) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and

evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments and any such record (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments and so voting at any such meeting. Proof of execution of any such instrument or of a writing appointing any such agent, or the holding of any Person of a Security, shall be sufficient for any purpose of this Indenture and (subject to Section 601) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section. The record of any meeting of Holders of Securities shall be proved in the manner provided in Section 1306.

The Company may set in advance a record date for purposes of determining the identity of Holders of Registered Securities entitled to vote or consent to any action by vote or consent authorized or permitted under this Indenture. If not set by the Company prior to the first solicitation of a Holder of Registered Securities of such series made by any Person in respect of any such action, or in the case of any such vote, prior to such vote, the record date for any such action or vote shall be the later of 30 days prior to such first solicitation of such consent or the date of the most recent list of Holders furnished to the Trustee prior to such solicitation. If a record date is fixed, those Persons who were Holders of Outstanding Registered Securities at such record date (or their duly designated proxies), and only those Persons, shall be entitled with respect to such Securities to take such action by vote or consent or to revoke any vote or consent previously given, whether or not such Persons continue to be Holders after such record date. Promptly after any record date is set pursuant to this paragraph, the Company, at its own expense, shall cause notice thereof to be given to the Trustee in writing in the manner provided in Section 106 and to the relevant Holders as set forth in Section 107.

(2) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(3) The principal amount and serial numbers of Registered Securities held by any Person, and the date of holding the same, shall be proved by the Security Register.

(4) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Security. Any Holder or subsequent Holder may revoke the request, demand, authorization, direction, notice, consent or other Act as to his Security or portion of his Security; *provided*, *however*, that such revocation shall be effective only if the Trustee receives the notice of revocation before the date the Act becomes effective.

SECTION 106. NOTICES, ETC., TO TRUSTEE AND COMPANY.

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

(1) the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Trustee at its Corporate Trust Office, Attention: Corporate Trust Administration, or

(2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Company addressed to it at the address of its principal office specified in the first paragraph of this Indenture or at any other address previously furnished in writing to the Trustee by the Company, Attention: Corporate Secretary.

The Company or the Trustee, by notice to the other, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to the Trustee) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next-day delivery. All notices and communications to the Trustee shall be deemed duly given and effective only upon receipt.

Any notice or communication to a Holder shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next-day delivery to its address shown on the Security Register. Any notice or communication shall also be so mailed to any Person described in TIA Section 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

SECTION 107. NOTICE TO HOLDERS; WAIVER.

Where this Indenture provides for notice to Holders of Securities of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at the address of such Holder as it appears in the Security Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice.

In case by reason of the suspension of regular mail service, or by reason of any other cause it shall be impracticable to give such notice to Holders of Registered Securities by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder. In any case in which notice to Holders of Registered Securities is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder of a Registered Security, shall affect the sufficiency of such notice with respect to other Holders of Registered Securities.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 108. CONFLICT WITH TRUST INDENTURE ACT.

If any provision hereof limits, qualifies or conflicts with any provision of the Trust Indenture Act or another provision hereof required to be included in this Indenture by any of the provisions of the Trust Indenture Act, such provision of the Trust Indenture Act shall control. If any provision of this Indenture modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the former provision shall be deemed to apply to this Indenture as so modified or to be excluded.

SECTION 109. EFFECT OF HEADINGS AND TABLE OF CONTENTS.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 110. SUCCESSORS AND ASSIGNS.

All covenants and agreements in this Indenture by the Company shall bind its successors and assigns, whether or not so expressed.

SECTION 111. SEPARABILITY CLAUSE.

In case any provision in this Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 112. BENEFITS OF INDENTURE.

Nothing in this Indenture or in the Securities, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any Authenticating Agent, Paying Agent and Security Registrar, and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 113. GOVERNING LAW.

This Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York, but without giving effect to applicable principles of conflicts of law to the extent the application of the laws of another jurisdiction would be required thereby.

SECTION 114. LEGAL HOLIDAYS.

In any case where any Interest Payment Date, Redemption Date or Stated Maturity of any Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of this Indenture or of the Securities) payment of principal and interest (and premium and Additional Amounts, if any) need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date or Redemption Date, or at the Stated Maturity, *provided* that no interest shall accrue for the period from and after such Interest Payment Date, Redemption Date or Stated Maturity, as the case may be.

SECTION 115. CORPORATE OBLIGATION.

No recourse may be taken, directly or indirectly, against any incorporator, subscriber to the capital stock, stockholder, officer, director or employee of the Company or the Trustee or of any predecessor or successor of the Company or the Trustee with respect to the Company's obligations on the Securities or the obligations of the Company or the Trustee under this Indenture or any certificate or other writing delivered in connection herewith.

ARTICLE II

SECURITY FORMS

SECTION 201. FORMS GENERALLY.

The Securities of each series shall be Registered Securities and shall be in substantially such form or forms (including temporary or permanent global form) as shall be established by or pursuant to a Board Resolution or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may, consistently herewith, be determined by the officers executing such Securities, as evidenced by their execution of the Securities. If temporary Securities of any series are issued in global form as permitted by Section 304, the form thereof shall be established as provided in the preceding sentence. A copy of the Board Resolution

establishing the form or forms of Securities of any series (or any such temporary global Security) shall be delivered to the Trustee at or prior to the delivery of the Company Order contemplated by Section 303 for the authentication and delivery of such Securities (or any such temporary global Security).

The definitive Securities shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officers executing such Securities, as evidenced by their execution thereof.

SECTION 202. FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION.

The Trustee's certificate of authentication shall be in substantially the following form:

"This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

By _____
AUTHORIZED OFFICER".

SECTION 203. SECURITIES IN GLOBAL FORM.

If Securities of a series are issuable in global form, as contemplated by Section 301, then, notwithstanding clause (10) of Section 301 and the provisions of Section 302, any such Security shall represent such of the Outstanding Securities of such series as shall be specified therein and may provide that it shall represent the aggregate amount of Outstanding Securities from time to time endorsed thereon and that the aggregate amount of Outstanding Securities represented thereby may from time to time be reduced to reflect exchanges. Any endorsement of a Security in global form to reflect the amount, or any increase or decrease in the amount, of Outstanding Securities represented thereby shall be made by the Trustee in such manner and upon instructions given by such Person or Persons as shall be specified in such Security or in a Company Order to be delivered to the Trustee pursuant to Section 303 or Section 304. Subject to the provisions of Section 303 and, if applicable, Section 304, the Trustee shall deliver and redeliver any Security in permanent global form in the manner and upon instructions given by the Person or Persons specified in such Security or in the applicable Company Order. If a Company Order pursuant to Section 303 or 304 has been, or simultaneously is, delivered, any instructions by the Company with respect to endorsement or delivery or redelivery of a Security in global form shall be in writing but need not comply with Section 103 and need not be accompanied by an Opinion of Counsel.

The provisions of the last sentence of Section 303 shall apply to any Security in global form if such Security was never issued and sold by the Company and the Company delivers to the Trustee the Security in global form together with written instructions (which need not comply with Section 103 and need not be accompanied by an Opinion of Counsel) with regard to the reduction in the principal amount of Securities represented thereby, together with the written statement contemplated by the last sentence of Section 303.

Notwithstanding the provisions of Sections 201 and 307, unless otherwise specified as contemplated by Section 301, payment of principal of (and premium, if any) and interest on any Security in permanent global form shall be made to the Person or Persons specified therein.

Notwithstanding the provisions of Section 308 and except as provided in the preceding paragraph, the Company, the Trustee and any agent of the Company or of the Trustee shall treat a Person as the Holder of such principal amount of Outstanding Securities represented by a global Security as shall be specified in a written statement, if any, of the Holder of such global Security, which is produced to the Security Registrar by such Holder.

Global Securities may be issued in either temporary or permanent form. Permanent global Securities will be issued in definitive form.

SECTION 204. BOOK-ENTRY SECURITIES.

Notwithstanding any provision of this Indenture to the contrary:

(a) At the discretion of the Company, any Registered Security may be issued from time to time, in whole or in part, in permanent global form registered in the name of a Depositary, or its nominee. Each such Registered Security in permanent global form is hereafter referred to as a "Book-Entry Security." Subject to Section 303, upon such election, the Company shall execute, and the Trustee or an Authenticating Agent shall authenticate and deliver, one or more Book-Entry Securities that (i) are denominated in an amount equal to the aggregate principal amount of the Outstanding Securities of such series if elected in whole or such lesser amount if elected in part, (ii) are registered in the name of the Depositary or its nominee, (iii) are delivered by the Trustee or an Authenticating Agent to the Depositary or pursuant to the Depositary's instructions and (iv) bear a legend in substantially the following form (or such other form as the Depositary and the Company may agree upon):

> UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF [THE DEPOSITARY], TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF [NOMINEE OF THE DEPOSITARY] OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF [THE DEPOSITARY] (AND ANY PAYMENT IS MADE TO [NOMINEE OF THE DEPOSITARY] OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF [THE DEPOSITARY]), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, [NOMINEE OF THE DEPOSITARY], HAS AN INTEREST HEREIN.

(b) Any Book-Entry Security shall be initially executed and delivered as provided in Section 303. Notwithstanding any other provision of this Indenture, unless and until it is exchanged in whole or in part for Registered Securities not issued in global form, a Book-Entry Security may not be transferred except as a whole by the Depositary to a nominee of such

Depositary, by a nominee of such Depositary to such Depositary or another nominee of such Depositary, or by such Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(c) If at any time the Depositary notifies the Company or the Trustee that it is unwilling or unable to continue as Depositary for any Book-Entry Securities, the Company shall appoint a successor Depositary, whereupon the retiring Depositary shall surrender or cause the surrender of its Book-Entry Security or Securities to the Trustee. The Trustee shall promptly notify the Company upon receipt of such notice. If a successor Depositary has not been so appointed by the effective date of the resignation of the Depositary, the Book-Entry Securities will be issued as Registered Securities not issued in global form, in an aggregate principal amount equal to the principal amount of the Book-Entry Security or Securities theretofore held by the Depositary.

The Company may at any time and in its sole discretion determine that the Securities shall no longer be Book-Entry Securities represented by a global certificate or certificates, and will so notify the Depositary. Upon receipt of such notice, the Depositary shall promptly surrender or cause the surrender of its Book-Entry Security or Securities to the Trustee. Concurrently therewith, Registered Securities not issued in global form will be issued in an aggregate principal amount equal to the principal amount of the Book-Entry Security or Securities theretofore held by the Depositary.

Upon any exchange of Book-Entry Securities for Registered Securities not issued in global form as set forth in this Section 204(c), such Book-Entry Securities shall be cancelled by the Trustee, and Securities issued in exchange for such Book-Entry Securities pursuant to this Section shall be registered in such names and in such authorized denominations as the Depositary for such Book-Entry Securities, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee or any Authenticating Agent shall deliver such Securities to the Persons in whose names such Securities are so registered.

(d) The Company and the Trustee shall be entitled to treat the Person in whose name any Book-Entry Security is registered as the Holder thereof for all purposes of the Indenture and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Company; and the Trustee and the Company shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any beneficial owners of any Book-Entry Security. Neither the Company nor the Trustee shall have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party including the Depositary, except for the Holder of any Book-Entry Security; *provided however*, notwithstanding anything herein to the contrary, (i) for the purposes of determining whether the requisite principal amount of Outstanding Securities have given, made or taken any request, demand, authorization, direction, notice, consent, waiver, instruction or other action hereunder as of any date, the Trustee shall treat any Person specified in a written statement of the Depositary with respect to any Book-Entry Securities as the Holder of the principal amount of such Securities set forth therein and (ii) nothing herein shall prevent the Company, the Trustee, or any agent of the Company or Trustee, from giving effect to any written certification, proxy or other authorization furnished by a Depositary with respect to any Book-Entry Securities, or impair, as between a Depositary and holders of beneficial interests in such Securities, the operation of customary practices governing the exercise of the rights of the Depositary as Holder of such Securities.

(e) So long as any Book-Entry Security is registered in the name of a Depositary or its nominee, all payments of the principal of (and premium, if any) and interest on such Book-Entry Security and redemption thereof and all notices with respect to such Book-Entry Security shall be made and given, respectively, in the manner provided in the arrangements of the Company with such Depositary.

ARTICLE III

THE SECURITIES

SECTION 301. AMOUNT UNLIMITED; ISSUABLE IN SERIES.

The aggregate principal amount of Securities that may be authenticated and delivered under this Indenture is unlimited.

The Securities may be issued in one or more series. There shall be established in or pursuant to a Board Resolution, and set forth in an Officers' Certificate, or established in one or more indentures supplemental hereto, prior to the issuance of Securities of any series:

(1) the title of the Securities of the series (which shall distinguish the Securities of the series from all other Securities);

(2) any limit, if any, upon the aggregate principal amount of the Securities of the series that may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of, other Securities of the series pursuant to Section 304, 305, 306, 905 or 1107);

(3) whether Securities of the series are to be issuable as Registered Securities, whether any Securities of the series are to be issuable initially in temporary global form and whether any Securities of the series are to be issuable in permanent global form, as Book-Entry Securities or otherwise, and, if so, whether beneficial owners of interests in any such permanent global Security may exchange such interests for Securities of such series and of like tenor of any authorized form and denomination and the circumstances under which any such exchanges may occur, if other than in the manner provided in Section 305, and the Depositary for any global Security or Securities;

(4) the manner in which any interest payable on a temporary global Security on any Interest Payment Date will be paid if other than in the manner provided in Section 304;

(5) the date or dates on which the principal of (and premium, if any, on) the Securities of the series is payable or the method of determination thereof;

(6) the rate or rates, or the method of determination thereof, at which the Securities of the series shall bear interest, if any, whether and under what circumstances Additional Amounts with respect to such Securities shall be payable, the date or dates from which such interest shall accrue, the Interest Payment Dates on which such interest shall be payable and, if other than as set forth in Section 101, the Regular Record Date for the interest payable on any Registered Securities on any Interest Payment Date;

(7) if other than the Corporate Trust Office of the Trustee, the place or places where, subject to the provisions of Section 1002, the principal of (and premium, if any), any interest on and any Additional Amounts with respect to the Securities of the series shall be payable;

(8) the period or periods within which, the price or prices (whether denominated in cash, securities or otherwise) at which and the terms and conditions upon which Securities of the series may be redeemed, in whole or in part, at the option of the Company, if the Company is to have that option, and the manner in which the Company must exercise any such option;

(9) the obligation, if any, of the Company to redeem or purchase Securities of the series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof and the period or periods within which, the price or prices (whether denominated in cash, securities or otherwise) at which and the terms and conditions upon which Securities of the series shall be redeemed or purchased in whole or in part pursuant to such obligation;

(10) the denomination in which any Registered Securities of that series shall be issuable, if other than denominations of $1,000 and any integral multiple thereof;

(11) the currency or currencies (including composite currencies) in which payment of the principal of (and premium, if any), any interest on and any Additional Amounts with respect to the Securities of the series shall be payable if other than the currency of the United States of America;

(12) if the principal of (and premium, if any) or interest on the Securities of the series are to be payable, at the election of the Company or a Holder thereof, in a currency or currencies (including composite currencies) other than that in which the Securities are stated to be payable, the currency or currencies (including composite currencies) in which payment of the principal of (and premium, if any) and interest on and any Additional Amounts with respect to Securities of such series as to which such election is made shall be payable, and the periods within which and the terms and conditions upon which such election is to be made;

(13) if the amount of payments of principal of (and premium, if any), any interest on and any Additional Amounts with respect to the Securities of the series may be determined with reference to any commodities, currencies or indices, or values, rates or prices, the manner in which such amounts shall be determined;

(14) if other than the entire principal amount thereof, the portion of the principal amount of Securities of the series that shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 502;

(15) any additional means of satisfaction and discharge of this Indenture with respect to Securities of the series pursuant to Section 401, any additional conditions to discharge pursuant to Section 401, 402, 403, 404, or 405, and the application, if any, of Section 403 and 404;

(16) any deletions or modifications of or additions to the Events of Default set forth in Section 501, the right of the Trustee or the requisite Holders of such Securities to declare the principal amount thereof due and payable pursuant to Section 502, or the covenants of the Company set forth in Article X pertaining to the Securities of the series;

(17) the terms, if any, on which the Securities of any series may be converted into or exchanged for stock or other securities of the Company or other entities, any specific terms relating to the adjustment thereof and the period during which such Securities may be so converted or exchanged;

(18) whether the Securities of a series will be issued as part of units consisting of Securities and other securities of the Company or another issuer;

(19) any provisions relating to the subordination of the Securities; and

(20) any other terms of the series permitted under the provisions of the Trust Indenture Act.

All Securities of any one series shall be substantially identical except, in the case of Registered Securities, as to denomination and except as may otherwise be provided in or pursuant to the Board Resolution referred to above and (subject to Section 303) set forth, or determined in the manner provided, in the Officers' Certificate referred to above or in any such indenture supplemental hereto.

All Securities of any one series need not be issued at the same time and, unless otherwise provided in such Board Resolution or supplemental indenture, a series may be reopened for issuances of additional Securities of such series pursuant to a Board Resolution or in any indenture supplemental hereto.

At the option of the Company, interest on the Registered Securities of any series that bears interest may be paid by mailing a check to the address of any Holder as such address shall appear in the Security Register.

If any of the terms of the series are established by action taken pursuant to a Board Resolution, a copy of an appropriate record of such action together with such Board Resolution shall be certified by the Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Officers' Certificate setting forth the terms of the series.

SECTION 302. DENOMINATIONS.

The Securities of each series shall be issuable in such denominations as shall be specified as contemplated by Section 301. In the absence of any such provisions with respect to the Securities of any series, the Registered Securities of such series denominated in Dollars shall be issuable in denominations of $1,000 and any integral multiple thereof. Unless otherwise provided as contemplated by Section 301 with respect to any series of Securities, any Securities of a series denominated in a currency other than Dollars shall be issuable in denominations that are the equivalent, as determined by the Company by reference to the noon buying rate in the City of New York for cable transfers for such currency, as such rate is reported or otherwise made available by the Federal Reserve Bank of New York, on the applicable issue date for such Securities, of $1,000 and any integral multiple thereof.

SECTION 303. EXECUTION, AUTHENTICATION, DELIVERY AND DATING.

The Securities shall be executed on behalf of the Company by its Chairman of the Board, its Chief Executive Officer, its President, its Chief Financial Officer, its Treasurer or one of its Vice Presidents, under its corporate seal reproduced thereon or affixed thereto attested by its Secretary or one of its Assistant Secretaries. The signature of any of these officers on the Securities may be manual or facsimile. Coupons shall bear the facsimile signature of the Chairman of the Board, President, Treasurer or any Vice President of the Company.

Securities bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Securities of any series executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Securities, and the Trustee in accordance with the Company Order shall authenticate and deliver such Securities as in this Indenture provided and not otherwise.

If the form or terms of the Securities of the series have been established in or pursuant to one or more Board Resolutions or Officer’s Certificate as permitted by Sections 201 and 301, in authenticating such Securities, and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be entitled to receive (in addition to the other documents required by Section 103 hereof), and (subject to Section 601) shall be fully protected in relying upon, an Opinion of Counsel stating,

(a) if the form of such Securities has been established by or pursuant to Board Resolution as permitted by Section 201, that such form has been established in conformity with the provisions of this Indenture;

(b) if the terms of such Securities have been established by or pursuant to Board Resolution as permitted by Section 301, that such terms have been established in conformity with the provisions of this Indenture; and

(c) that such Securities, when authenticated and delivered by the Trustee and issued by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute legal, valid and binding obligations of the Company, enforceable in accordance with their terms, except as such enforcement is subject to the effect of bankruptcy, insolvency, fraudulent conveyance, reorganization or other laws relating to or affecting creditors' rights, and general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law); provided that such Opinion of Counsel need express no opinion as to whether a court in the United States would render a money judgment in currency other than that of the United States.

If such form or terms have been so established, the Trustee shall not be required to authenticate such Securities if the issue of such Securities pursuant to this Indenture will affect the Trustee's own rights, duties or immunities under the Securities and this Indenture or otherwise in a manner not reasonably acceptable to the Trustee.

Each Registered Security shall be dated the date of its authentication.

No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein executed by the Trustee by manual signature, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder. Notwithstanding the foregoing, if any Security shall have been authenticated and delivered hereunder but never issued and sold by the Company, and the Company shall deliver such Security to the Trustee for cancellation as provided in Section 309 together with a written statement (which need not comply with Section 103 and need not be accompanied by an Opinion of Counsel) stating that such Security has never been issued and sold by the Company, for all purposes of this Indenture such Security shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits of this Indenture.

SECTION 304. TEMPORARY SECURITIES.

Pending the preparation of definitive Securities of any series, the Company may execute, and upon Company Order the Trustee shall authenticate and deliver, temporary Securities that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Securities in lieu of which they are issued, in registered form and with such appropriate insertions, omissions, substitutions and other variations as the officers of the Company executing such Securities may determine, as evidenced by their execution of such Securities.

Except in the case of temporary Securities in global form (which shall be exchanged in accordance with the provisions of the following paragraphs), if temporary Securities of any series are issued, the Company will cause definitive Securities of that series to be prepared without unreasonable delay. After the preparation of definitive Securities of such series, the temporary Securities of such series shall be exchangeable for definitive Securities of such series upon surrender of the temporary Securities of such series at the office or agency of the Company in a Place of Payment for that series, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities of any series, the Company shall execute

and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of the same series of authorized denominations. Until so exchanged, the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of such series.

All Outstanding temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of the same series and of like tenor authenticated and delivered hereunder.

SECTION 305. REGISTRATION, REGISTRATION OF TRANSFER AND EXCHANGE.

The Company shall cause to be kept for each series of Securities at one of the offices or agencies maintained pursuant to Section 1002 a register (the register maintained in such office and in any other office or agency of the Company in a Place of Payment being herein sometimes collectively referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Registered Securities and of transfers of Registered Securities of such series. The Trustee is hereby initially appointed "Security Registrar" for the purpose of registering Securities and transfers of Securities as herein provided.

Upon surrender for registration of transfer of any Registered Security of any series at the office or agency in a Place of Payment for that series, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Registered Securities of the same series and of like tenor, of any authorized denominations and of a like aggregate principal amount.

At the option of the Holder, Registered Securities of any series may be exchanged for other Registered Securities of the same series and of like tenor, of any authorized denominations and of a like aggregate principal amount, upon surrender of the Securities to be exchanged at such office or agency. Whenever any Securities are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Securities that the Holder making the exchange is entitled to receive.

Notwithstanding the foregoing, except as otherwise specified as contemplated by Section 301, any permanent global Security shall be exchangeable only as provided in this paragraph. If the beneficial owners of interests in a permanent global Security are entitled to exchange such interest for Securities of such series and of like tenor and principal amount of another authorized form and denomination, as specified as contemplated by Section 301, then without unnecessary delay but in any event not later than the earliest date on which such interests may be so exchanged, the Company shall deliver to the Trustee definitive Securities of that series in an aggregate principal amount equal to the principal amount of such permanent global Security, executed by the Company. On or after the earliest date on which such interests may be so exchanged, such permanent global Security shall be surrendered from time to time in accordance with instructions given to the Trustee and the Depositary (which instructions shall be in writing but need not comply with Section 103 or be accompanied by an Opinion of Counsel) or such other depositary as shall be specified in the Company Order with respect thereto to the Trustee, as the Company's agent for such purpose, to be exchanged, in whole or in part, for definitive

Securities of the same series without charge and the Trustee shall authenticate and deliver, in exchange for each portion of such permanent global Security, a like aggregate principal amount of other definitive Securities of the same series of authorized denominations and of like tenor as the portion of such permanent global Security to be exchanged; *provided*, *however*, that no such exchanges may occur during a period beginning at the opening of business 15 days before any selection of Securities of that series is to be redeemed and ending on the relevant Redemption Date. Promptly following any such exchange in part, such permanent global Security marked to evidence the partial exchange shall be returned by the Trustee to the Depositary or such other depositary referred to above in accordance with the instructions of the Company referred to above. If a Registered Security is issued in exchange for any portion of a permanent global Security after the close of business at the office or agency where such exchange occurs on (i) any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (ii) any Special Record Date and before the opening of business at such office or agency on the related proposed date for payment of Defaulted Interest, interest or Defaulted Interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of such Registered Security, but will be payable on such Interest Payment Date or proposed date for payment, as the case may be, only to the Person to whom interest in respect of such portion of such permanent global Security is payable in accordance with the provisions of this Indenture.

All Securities issued upon any registration of transfer or exchange of Securities shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities surrendered upon such registration of transfer or exchange.

Every Registered Security presented or surrendered for registration of transfer or for exchange shall (if so required by the Company or the Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed, by the Holder thereof or his attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange of Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Securities, other than exchange pursuant to Section 304, 905 or 1107 not involving any transfer.

The Company shall not be required (i) to issue, register the transfer of or exchange Securities of any series during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Securities of such series selected for redemption and ending at the close of business on the day of the mailing of the relevant notice of redemption or (ii) to register the transfer of or exchange any Registered Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part.

SECTION 306. MUTILATED, DESTROYED, LOST AND STOLEN SECURITIES.

If any mutilated Security is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a new Security of the same series

and of like tenor and principal amount and bearing a number not contemporaneously Outstanding.

If there shall be delivered to the Company and the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security and (ii) such security or indemnity as may be required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a bona fide purchaser, the Company shall execute and upon its request the Trustee shall authenticate and deliver, in lieu of any such destroyed, lost or stolen Security, a new Security of the same series and of like tenor and principal amount and bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Security, pay such Security.

Upon the issuance of any new Security under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fee and expenses of the Trustee) connected therewith.

Every new Security of any series issued pursuant to this Section in lieu of any destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of that series duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

SECTION 307. PAYMENT OF INTEREST; INTEREST RIGHTS PRESERVED.

Interest on any Registered Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest. Unless otherwise provided with respect to the Securities of any series, payment of interest may be made at the option of the Company by check mailed or delivered to the address of any Person entitled thereto as such address shall appear in the Security Register.

Any interest on any Registered Security of any series which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date by virtue of having been such Holder, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (1) or (2) below:

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Registered Securities of such series (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Registered Security of such series and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this Clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of Registered Securities of such series at his address as it appears in the Security Register, not less than 10 days prior to such Special Record Date. The Trustee may, in its discretion, in the name and at the expense of the Company, cause a similar notice to be published at least once in an Authorized Newspaper, but such publication shall not be a condition precedent to the establishment of such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Registered Securities of such series (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (2).

(2) The Company may make payment of any Defaulted Interest on the Registered Securities of any series in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Securities may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this Clause, such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each Security delivered under this Indenture, upon registration of transfer of, in exchange for or in lieu of, any other Security, shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

SECTION 308. PERSONS DEEMED OWNERS.

Prior to due presentment of a Registered Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name such Registered Security is registered as the owner of such Registered Security for the purpose of receiving payment of principal of (and premium, if any) and (subject to Sections 305 and 307) interest on such Registered Security and for all other purposes whatsoever, whether

or not such Security be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

SECTION 309. CANCELLATION.

All Securities surrendered for payment, redemption, registration of transfer or exchange or for credit against any sinking fund payment shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee. All Registered Securities so delivered shall be promptly cancelled by the Trustee. The Company may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Trustee. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Securities held by the Trustee shall be disposed of in its customary manner.

SECTION 310. COMPUTATION OF INTEREST.

Except as otherwise specified as contemplated by Section 301 for Securities of any series, interest on the Securities of each series shall be computed on the basis of a year comprising twelve 30-day months.

SECTION 311. CUSIP NUMBERS.

The Company in issuing the Securities may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Securities, and any such redemption shall not be affected by any defect in or omission of such numbers.

ARTICLE IV

SATISFACTION AND DISCHARGE; LEGAL DEFEASANCE AND COVENANT DEFEASANCE

SECTION 401. SATISFACTION AND DISCHARGE OF INDENTURE.

This Indenture shall upon Company Request cease to be of further effect with respect to Securities of any series (except as to any surviving rights of registration of transfer, exchange or replacement of such series of Securities herein expressly provided for), and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to such Securities, when

(1) either

(A) all such Securities of such series theretofore authenticated and delivered (other than (i) such Securities which have been destroyed, lost or stolen and which have

been replaced or paid as provided in Section 306 and (ii) such Securities of such series for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 1003) have been delivered to the Trustee for cancellation; or

(B) all such Securities of such series not theretofore delivered to the Trustee for cancellation

(i) have become due and payable, or

(ii) will become due and payable at their Stated Maturity within one year, or

(iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company,

and the Company, in the case of (B)(i), (ii) or (iii) above, has deposited or caused to be deposited with the Trustee, as funds in trust for such purpose, an amount in the currency or currencies or currency unit or units in which such Securities of such series are payable or U.S. Government Obligations maturing as to principal and interest in such amounts and at such times as will, together with any interest thereon, be sufficient to pay and discharge the entire indebtedness on such Securities of such series not theretofore delivered to the Trustee for cancellation, for principal and any premium and interest to the date of such deposit (in the case of Securities which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be;

(2) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

(3) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture with respect to such series of Securities have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture with respect to the Outstanding Securities of such series pursuant to this Section 401, the obligations of the Company to the Trustee under Section 607 and to any Authenticating Agent under Section 614 and, if money or U.S. Government Obligations shall have been deposited with the Trustee pursuant to subclause (B) of Clause (1) of this Section, the obligations of the Trustee under Section 406, Article VI and the last paragraph of Section 1003 shall survive.

SECTION 402. OPTION TO EFFECT LEGAL DEFEASANCE OR COVENANT DEFEASANCE.

In addition to the Company's rights under Section 401 (which shall not be affected by this Section 402), the Company may, at the option of its Board of Directors evidenced by a resolution set forth in an Officers' Certificate, at any time, elect to have either Section 403 or 404

hereof applied to all Outstanding Securities of any series upon compliance with the conditions set forth in Sections 403 through 406 hereof.

SECTION 403. LEGAL DEFEASANCE AND DISCHARGE.

Upon the Company's exercise under Section 402 hereof of the option applicable to this Section 403, the Company and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 405 hereof, be deemed to have been discharged from their obligations with respect to all Outstanding Securities of a series on the date the conditions set forth below are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the Outstanding Securities of a series, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 406 hereof and the other Sections of this Indenture referred to in (a) and (b) below, and to have satisfied all its other obligations under such Securities and this Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder: (a) the rights of Holders of Outstanding Securities of any series to receive payments in respect of the principal of, premium, if any, and interest, if any, on such Securities when such payments are due from the trust referred to in Section 405, (b) the Company's obligations with respect to such Securities under Sections 304, 305, 306 and 1002 of this Indenture, (c) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Company's obligations in connection therewith and (d) this Article IV. Subject to compliance with Sections 402 through 406 hereof, the Company may exercise its option under this Section 403 notwithstanding the prior exercise of its option under Section 404 hereof.

SECTION 404. COVENANT DEFEASANCE.

Upon the Company's exercise under Section 402 hereof of the option applicable to this Section 404, the Company shall, subject to the satisfaction of the conditions set forth in Section 405 hereof, be released from the operation of Section 801 hereof with respect to the Outstanding Securities of a series and any other covenant contained in the Board Resolution or supplemental indenture relating to such series on and after the date the conditions set forth in Section 405 are satisfied (hereinafter, "Covenant Defeasance"), and the Securities of such series shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Securities shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the Outstanding Securities of such series, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 501 hereof, but, except as specified above, the remainder of this Indenture and such series of Securities shall be unaffected thereby. In addition, upon the Company's exercise under Section 402 hereof of the option applicable to this Section 404 hereof, subject to the satisfaction of the conditions set forth

in Section 405 hereof, Sections 501(3) through 501(6) and Section 501(9) hereof shall not constitute Events of Default.

SECTION 405. CONDITIONS TO LEGAL OR COVENANT DEFEASANCE.

The following shall be the conditions to the application of either Section 403 or 404 hereof to the Outstanding Securities of any series:

In order to exercise either Legal Defeasance or Covenant Defeasance:

(a) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Securities, cash in United States dollars, U.S. Government Obligations, or a combination thereof, in such amounts as will be sufficient, to pay the principal of, or interest and premium, if any, on the Outstanding Securities of such series on the Stated Maturity or on the applicable redemption date, as the case may be, and the Company must specify whether the Securities are being defeased to maturity or to a particular redemption date;

(b) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (ii) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the Outstanding Securities of such series will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that the Holders of the Outstanding Securities of such series will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing either: (i) on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit); or (ii) insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit;

(e) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than this Indenture) to which the Company is a party or by which the Company is bound;

(f) the Company must have delivered to the Trustee an Opinion of Counsel to the effect that, assuming no intervening bankruptcy of the Company or any Guarantor between the date of deposit and the 91st day following the deposit and assuming that no Holder is an “insider” of the Company under applicable bankruptcy law, after the 91st day following the

deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally;

(g) the Company must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders of Securities over the other creditors of the Company with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and

(h) the Company must deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

SECTION 406. DEPOSITED MONEY AND U.S. GOVERNMENT OBLIGATIONS TO BE HELD IN TRUST; OTHER MISCELLANEOUS PROVISIONS.

Subject to Section 407 hereof, all money and non callable U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 406, the "Trustee") pursuant to Section 401 or 404 hereof in respect of the Outstanding Securities of any series shall be held in trust and applied by the Trustee, in accordance with the provisions of such Securities and this Indenture, to the payment, either directly or through any paying agent (including the Company acting as paying agent) as the Trustee may determine, to the Holders of such Securities of all sums due and to become due thereon in respect of principal, premium on , if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or non-callable U.S. Government Obligations deposited pursuant to Section 401 or 404 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the Outstanding Securities.

Anything in this Article IV to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the written request of the Company any money or non-callable U.S. Government Obligations held by it as provided in Section 401 or 404 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance or satisfaction and discharge of this Indenture.

SECTION 407. REPAYMENT TO COMPANY.

Any money deposited with the Trustee or any paying agent, or then held by the Company, in trust for the payment of the principal of, premium on, if any, or interest on any Securities and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Company on its written request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Securities shall thereafter, as an unsecured creditor, look only to the Company for payment thereof, and all liability of the Trustee or such paying agent with respect to such trust money, and all liability of

the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such paying agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in the New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining will be repaid to the Company.

SECTION 408. REINSTATEMENT.

If the Trustee or Paying Agent is unable to apply any money or U.S. Government Obligations deposited with respect to Securities of any series in accordance with Section 401, 403 or 404 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture with respect to the Securities of such series and the Securities of such series shall be revived and reinstated as though no deposit had occurred pursuant to Section 401, 403 or 404 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money or U.S. Government Obligations in accordance with Section 401, 403 or 404 hereof, as the case may be; provided, however, that, if the Company makes any payment of principal of, premium on, if any, or interest on any Securities following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money or U.S. Government Obligations held by the Trustee or Paying Agent.

ARTICLE V

REMEDIES

SECTION 501. EVENTS OF DEFAULT.

An "Event of Default" on a series occurs if:

(1) the Company defaults in the payment of interest on any Security of such series when the same becomes due and payable and the Default continues for a period of 30 days;

(2) the Company defaults in the payment of the principal of any Security of such series when the same becomes due and payable at maturity, upon redemption or otherwise;

(3) the Company fails to comply with any of its other agreements in the Securities of such series or this Indenture (as they relate thereto) and the Default continues for the period and after the notice specified below (except in the case of a default with respect to any Change of Control Provisions or Article VIII (or any replacement provisions contemplated by Article VIII), which will constitute Events of Default with notice but without passage of time);

(4) the acceleration of any Indebtedness of the Company in an amount of $50.0 million or more, individually or in the aggregate, and such acceleration does not

cease to exist, or such Indebtedness is not satisfied, in either case within five days after such acceleration;

(5) the failure by the Company to make any principal or interest payment in an amount of $50.0 million or more, individually or in the aggregate, in respect of Indebtedness of the Company within five days of such principal or interest becoming due and payable (after giving effect to any applicable grace period set forth in the documents governing such Indebtedness);

(6) a final judgment or judgments in an amount of $50.0 million or more, individually or in the aggregate, for the payment of money having been entered by a court or courts of competent jurisdiction against the Company and such judgment or judgments is not satisfied, stayed, annulled or rescinded within 90 days after being entered;

(7) the Company pursuant to or within the meaning of any Bankruptcy Law:

(a) commences a voluntary case,

(b) consents to the entry of an order for relief against it in an involuntary case,

(c) consents to the appointment of a Custodian of it or for all or substantially all of its property, or

(d) makes a general assignment for the benefit of creditors;

(8) a court of competent jurisdiction enters into an order or decree under any Bankruptcy Law that:

(a) is for relief against the Company in an involuntary case,

(b) appoints a Custodian of the Company or for all or substantially all of its property, or

(c) orders the liquidation of the Company,

and the order or decree remains unstayed and in effect for 60 days; or

(9) any other Event of Default occurs with respect to Securities of that series as provided in the supplemental indenture or Board Resolutions establishing such series of Securities.

The term “Bankruptcy Law” means the Bankruptcy Act or any similar Federal or State law for the relief of debtors. The term “Custodian” means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

A Default under clause (3) above is not an Event of Default until the Trustee notifies the Company, or the Holders of at least 25% in principal amount of the Securities of the applicable

series notify the Company and the Trustee of the Default and (except in the case of a default with respect to any provisions of any supplemental indenture or Board Resolution establishing such series of Securities giving the Holders of Securities of such series the right to require the Company to repurchase or redeem such Securities of such series upon the occurrence of a change of control prior to the final maturity date of such Securities of such series ("Change of Control Provisions") or Article VIII (or any replacement provisions contemplated by Article VIII)) the Company does not cure the Default within 90 days after receipt of the notice. The notice must specify the Default, demand that it be remedied and state that the notice is a "Notice of Default."

SECTION 502. ACCELERATION.

If any Event of Default (other than an Event of Default specified in clause (7) or (8) of Section 501 hereof) with respect to Securities of any series occurs and is continuing, either the Trustee or the Holders of at least 25% in principal amount of the then Outstanding Securities of that series may declare all the Securities of that series to be due and payable immediately. Upon any such declaration, the Securities of that series shall become due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders). Notwithstanding the foregoing, if an Event of Default specified in clause (7) or (8) of Section 501 hereof occurs with respect to any series of Securities, all outstanding Securities of that series shall become due and payable without further action or notice. The Holders of a majority in aggregate principal amount of Securities of any series then Outstanding by notice to the Trustee may on behalf of the Holders of all of the Securities of that series waive any existing Default or Event of Default and its consequences under this Indenture except a continuing Default or Event of Default in the payment of interest or premium, if any, on, or the principal of, the Securities of that series.

SECTION 503. OTHER REMEDIES.

If an Event of Default with respect to Securities of any series occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and interest on the Securities of that series or to enforce the performance of any provision of the Securities of that series or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Securities in a series or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Security in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

SECTION 504. WAIVER OF PAST DEFAULTS.

Holders of not less than a majority in aggregate principal amount of the then outstanding Securities in any series by notice to the Trustee may on behalf of the Holders of all of the Securities of that series waive any existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal of, premium, if any, or interest on, the Securities of that series (including in connection with an offer to purchase) (provided, however, that the Holders of a majority in aggregate principal amount of the then outstanding Securities of any series may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration, with respect to that

series). Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

SECTION 505. CONTROL BY MAJORITY.

With respect to any series of Securities, Holders of a majority in principal amount of the then outstanding Securities of that series may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture that the Trustee determines may be unduly prejudicial to the rights of other Holders of Securities of any series or that may involve the Trustee in personal liability.

SECTION 506. LIMITATION ON SUITS.

A Holder of a Security of any series may pursue a remedy with respect to this Indenture or the Securities of that series only if:

(a) the Holder of a Security of that series gives to the Trustee written notice of a continuing Event of Default;

(b) the Holders of at least 25% in principal amount of the then outstanding Securities of that series make a written request to the Trustee to pursue the remedy;

(c) such Holder of a Security or Holders of Securities offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of indemnity; and

(e) during such 60-day period the Holders of a majority in principal amount of the then outstanding Securities of that series do not give the Trustee a direction inconsistent with the request.

A Holder of a Security may not use this Indenture to prejudice the rights of another Holder of a Security or to obtain a preference or priority over another Holder of a Security.

SECTION 507. RIGHTS OF HOLDERS OF SECURITIES TO RECEIVE PAYMENT.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Security of any series to receive payment of principal, premium, if any, and interest on the Security, on or after the respective due dates expressed in the Security (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 508. COLLECTION SUIT BY TRUSTEE.

With respect to the Securities of any series, if an Event of Default specified in clause (1) or (2) of Section 501 hereof occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, premium on, if any, and interest remaining unpaid on the Securities of that series and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

SECTION 509. TRUSTEE MAY FILE PROOFS OF CLAIM.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Securities of any series allowed in any judicial proceedings relative to the Company (or any other obligor upon the Securities), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder of that series to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 607 of this Indenture. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 607 of this Indenture out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder of any series of Securities any plan of reorganization, arrangement, adjustment or composition affecting the Securities of that series or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 510. PRIORITIES.

If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

(a) First: to the Trustee, its agents and attorneys for amounts due under Section 607 of this Indenture, including payment of all compensation, expense and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

(b) Second: to Holders of Securities for amounts due and unpaid on the Securities for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Securities for principal, premium, if any, and interest, respectively; and

(c) Third: to the Company or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Securities pursuant to this Section 510.

SECTION 511. UNDERTAKING FOR COSTS.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder of a Security pursuant to Section 507 hereof, or a suit by Holders of more than 10% in principal amount of the then outstanding Securities of any series.

ARTICLE VI

THE TRUSTEE

SECTION 601. CERTAIN DUTIES AND RESPONSIBILITIES.

(a) Except during the continuance of an Event of Default with respect to the Securities of any series:

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether they conform to the requirements of this Indenture.

(b) In case an Event of Default has occurred and is continuing with respect to the Securities of any series, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(1) this Subsection shall not be construed to limit the effect of Subsection (a) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with the direction of the Holders of a majority in principal amount of the Outstanding Securities of any series or of all series, determined as provided in Section 505, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture with respect to the Securities of such series; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 602. NOTICE OF DEFAULTS.

Within 90 days after the occurrence of any Default or Event of Default with respect to the Securities of any series, the Trustee shall give notice of such Default or Event of Default known to the Trustee to all Holders of Securities of such series in the manner provided in Section 107 and in compliance with the Trust Indenture Act, unless such Default or Event of Default shall have been cured or waived; *provided*, *however*, that, except in the case of a Default or Event of Default in the payment of the principal of (or premium, if any) or interest on or any Additional Amounts with respect to any Security of such series or in the payment of any sinking fund installment with respect to Securities of such series, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or Responsible Officers of the Trustee in good faith determines that the withholding of such notice is in the interest of the Holders of Securities of such series; and *provided*, *further*, that in the case of any Default or Event of Default of the character specified in Section 501(3) with respect to Securities of such series, no such notice to Holders shall be given until at least 30 days after the occurrence thereof.

SECTION 603. CERTAIN RIGHTS OF TRUSTEE.

Subject to the provisions of Section 601:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, coupon, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;

(c) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officers' Certificate;

(d) the Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, coupon, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney;

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and, except for any Affiliates of the Trustee, the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(h) the Trustee shall not be charged with knowledge of any Default or Event of Default with respect to the Securities of any series for which it is acting as Trustee unless either (1) a Responsible Officer shall have actual knowledge of such Default or Event of Default or (2) written notice of such Default or Event of Default shall have been

given to the Trustee by the Company or any other obligor on such Securities or by any Holder of such Securities; and

(i) the Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

SECTION 604. NOT RESPONSIBLE FOR RECITALS OR ISSUANCE OF SECURITIES.

The recitals contained herein and in the Securities, except the Trustee's certificates of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Securities. The Trustee shall not be accountable for the use or application by the Company of Securities or the proceeds thereof.

SECTION 605. MAY HOLD SECURITIES.

The Trustee, any Authenticating Agent, any Paying Agent, any Security Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Securities and, subject to Sections 608 and 613, may otherwise deal with the Company with the same rights it would have if it were not the Trustee, Authenticating Agent, Paying Agent, Security Registrar or such other agent.

SECTION 606. MONEY HELD IN TRUST.

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Company.

SECTION 607. COMPENSATION AND REIMBURSEMENT.

The Company agrees:

(1) to pay to the Trustee from time to time compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the compensation and the reasonable expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith; and

(3) to indemnify the Trustee and each of its directors, officers, employees, agents and/or representatives for, and to hold each of them harmless against, any loss, liability or expense incurred without negligence or bad faith on

each of their part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending themselves against any claim or liability in connection with the exercise or performance of any of the Trustee's powers or duties hereunder.

As security for the performance of the obligations of the Company under this Section 607, the Trustee shall have a lien prior to the Securities on all property and funds held or collected by the Trustee as such, except funds held in trust for the payment of principal of, premium, if any, or interest, if any, on or any Additional Amounts with respect to particular Securities.

Any expenses and compensation for any services rendered by the Trustee after the occurrence of an Event of Default specified in clause (7) or (8) of Section 501 shall constitute expenses and compensation for services of administration under all applicable federal or state bankruptcy, insolvency, reorganization or other similar laws.

The provisions of this Section 607 and any lien arising hereunder shall survive the resignation or removal of the Trustee or the discharge of the Company's obligations under this Indenture and the termination of this Indenture.

SECTION 608. DISQUALIFICATION; CONFLICTING INTERESTS.

(a) If the Trustee has or shall acquire any conflicting interest, as defined in this Section 608, with respect to the Securities of any series, it shall, within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign with respect to the Securities of that series in the manner and with the effect hereinafter specified in this Article.

(b) In the event that the Trustee shall fail to comply with the provisions of Subsection (a) of this Section 608 with respect to the Securities of any series, the Trustee shall, within 10 days after the expiration of such 90-day period, transmit by mail to all Holders of Securities of that series, as their names and addresses appear in the Security Register, notice of such failure in compliance with the Trust Indenture Act.

(c) For the purposes of this Section, the term "conflicting interest" shall have the meaning specified in Section 310(b) of the Trust Indenture Act and the Trustee shall comply with Section 310(b) of the Trust Indenture Act; *provided*, that there shall be excluded from the operation of Section 310(b)(1) of the Trust Indenture Act with respect to the Securities of any series any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the requirements for such exclusion set forth in Section 310(b)(1) of the Trust Indenture Act are met. For purposes of the preceding sentence, the optional provision permitted by the second sentence of Section 310(b)(1) of the Trust Indenture Act shall be applicable.

SECTION 609. CORPORATE TRUSTEE REQUIRED; ELIGIBILITY.

There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States of America, any State thereof or the District of Columbia, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50 million and subject to supervision or examination by Federal or State (or the District of Columbia) authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section 609, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

The Indenture shall always have a Trustee who satisfies the requirements of Sections 310(a)(1), 310(a)(2) and 310(a)(5) of the Trust Indenture Act.

SECTION 610. RESIGNATION AND REMOVAL; APPOINTMENT OF SUCCESSOR.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 611.

(b) The Trustee may resign at any time with respect to the Securities of one or more series by giving written notice thereof to the Company. If the instrument of acceptance by a successor Trustee required by Section 611 shall not have been delivered to the resigning Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

(c) The Trustee may be removed at any time with respect to the Securities of any series by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series, delivered to the Trustee and to the Company.

(d) If at any time:

(1) the Trustee shall fail to comply with Section 608(a) after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Security for at least six months, or

(2) the Trustee shall cease to be eligible under Section 609 and shall fail to resign after written request therefor by the Company or by any such Holder of Securities, or

(3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its

property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, (i) the Company by a Board Resolution may remove the Trustee with respect to all Securities, or (ii) subject to Section 505, any Holder who has been a bona fide Holder of a Security for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee with respect to all Securities and the appointment of a successor Trustee or Trustees.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, with respect to the Securities of one or more series, the Company, by a Board Resolution, shall promptly appoint a successor Trustee or Trustees with respect to the Securities of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Securities of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Securities of any particular series) and such successor Trustee or Trustees shall comply with the applicable requirements of Section 611. If no successor Trustee with respect to the Securities of any series shall have been so appointed by the Company and accepted appointment in the manner required by Section 611, any Holder who has been a bona fide Holder of a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

(f) The Company shall give notice of each resignation and each removal of the Trustee with respect to the Securities of any series and each appointment of a successor Trustee with respect to the Securities of any series by mailing written notice of such event by first-class mail, postage prepaid, to all Holders of Securities of such series as their names and addresses appear in the Security Register. Each notice shall include the name of the successor Trustee with respect to the Securities of such series and the address of its Corporate Trust Office.

SECTION 611. ACCEPTANCE OF APPOINTMENT BY SUCCESSOR.

(a) In case of the appointment hereunder of a successor Trustee with respect to all Securities, every such successor Trustee so appointed shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on the request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder.

(b) In case of the appointment hereunder of a successor Trustee with respect to the Securities of one or more (but not all) series, the Company, the retiring Trustee and each successor Trustee with respect to the Securities of one or more series shall execute

and deliver an indenture supplemental hereto wherein each successor Trustee shall accept such appointment and which (1) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates, (2) if the retiring Trustee is not retiring with respect to all Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee and (3) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee; and upon the execution and delivery of such supplemental indenture, the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates; but, on request of the Company or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Securities of that or those series to which the appointment of such successor Trustee relates.

(c) Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in paragraph (a) or (b) of this Section, as the case may be.

(d) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

SECTION 612. MERGER, CONVERSION, CONSOLIDATION OR SUCCESSION TO BUSINESS.

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto; *provided*, *however*, that in the case of a corporation succeeding to all or substantially all the corporate trust business of the Trustee, such successor corporation shall expressly assume all of the Trustee's liabilities hereunder. In case any Securities shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Securities so

authenticated with the same effect as if such successor Trustee had itself authenticated such Securities.

SECTION 613. PREFERENTIAL COLLECTION OF CLAIMS AGAINST COMPANY.

The Trustee shall comply with Section 311(a) of the Trust Indenture Act, excluding any creditor relationship described in Section 311(b) of the Trust Indenture Act. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the Trust Indenture Act to the extent indicated therein.

SECTION 614. APPOINTMENT OF AUTHENTICATING AGENT.

The Trustee may appoint an Authenticating Agent or Agents that shall be authorized to act on behalf of the Trustee to authenticate Securities issued upon original issue and upon exchange, registration of transfer or partial redemption or pursuant to Section 306, and Securities so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Wherever reference is made in this Indenture to the authentication and delivery of Securities by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Company and shall at all times be a corporation organized and doing business under the laws of the United States of America, any State thereof or the District of Columbia having a combined capital and surplus of not less than $50 million or equivalent amount expressed in a foreign currency and subject to supervision or examination by Federal or State (or the District of Columbia) authority or authority of such country. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section 614, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section 614, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section 614.

Any corporation into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency or corporate trust business of an Authenticating Agent, shall continue to be an Authenticating Agent, *provided* such corporation shall be otherwise eligible under this Section 614, without the execution or filing of any paper or any further act on the part of the Trustee or the Authenticating Agent.

An Authenticating Agent may resign at any time by giving written notice thereof to the Trustee and to the Company. The Trustee may at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section 614, the Trustee may appoint a successor Authenticating Agent which shall be

acceptable to the Company and shall mail written notice of such appointment by first-class mail, postage prepaid, to all Holders as their names and addresses appear in the Security Register. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section 614.

The Trustee agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services under this Section 614, and the Trustee shall be entitled to be reimbursed for such payments, subject to the provisions of Section 607.

If an appointment is made pursuant to this Section 614, the Securities may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternate certificate of authentication in the following form:

"This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

_____,
AS TRUSTEE

By _____,
AS AUTHENTICATING AGENT

By _____
AUTHORIZED SIGNATORY".

Notwithstanding any provision of this Section 614 to the contrary, if at any time any Authenticating Agent appointed hereunder with respect to any series of Securities shall not also be acting as the Security Registrar hereunder with respect to any series of Securities, then, in addition to all other duties of an Authenticating Agent hereunder, such Authenticating Agent shall also be obligated (i) to furnish to the Security Registrar promptly all information necessary to enable the Security Registrar to maintain at all times an accurate and current Security Register and (ii) prior to authenticating any Security denominated in a foreign currency, to ascertain from the Company the units of such foreign currency that are required to be determined by the Company pursuant to Section 302.

ARTICLE VII

HOLDER'S LISTS AND REPORTS BY TRUSTEE AND COMPANY

SECTION 701. COMPANY TO FURNISH TRUSTEE NAMES AND ADDRESSES OF HOLDERS.

With respect to each series of Securities, the Company will furnish or cause to be furnished to the Trustee:

(a) semi-annually, not more than 15 days after each Regular Record Date relating to that series (or, if there is no Regular Record Date relating to that series, on January 1 and July 1), a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders of that series as of such dates, and

(b) at such other times as the Trustee may request in writing, within 30 days after the receipt by the Company of any such request, a list of similar form and content, such list to be dated as of a date not more than 15 days prior to the time such list is furnished;

provided, that so long as the Trustee is the Security Registrar, the Company shall not be required to furnish or cause to be furnished such a list to the Trustee. The Company shall otherwise comply with Section 312(a) of the Trust Indenture Act.

SECTION 702. PRESERVATION OF INFORMATION; COMMUNICATIONS TO HOLDERS.

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders of each series contained in the most recent list furnished to the Trustee as provided in Section 701 and the names and addresses of Holders of each series received by the Trustee in its capacity as Security Registrar. The Trustee may destroy any list furnished to it as provided in Section 701 upon receipt of a new list so furnished. The Trustee shall otherwise comply with Section 312(a) of the Trust Indenture Act.

(b) Holders of Securities may communicate pursuant to Section 312(b) of the Trust Indenture Act with other Holders with respect to their rights under this Indenture or under the Securities. The Company, the Trustee, the Security Registrar and any other Person shall have the protection of Section 312(c) of the Trust Indenture Act.

SECTION 703. REPORTS BY TRUSTEE.

(a) Within 60 days after May 15 of each year commencing with the year 2002, the Trustee shall transmit by mail to Holders a brief report dated as of such May 15 that complies with Section 313(a) of the Trust Indenture Act. The Trustee shall comply with Section 313(b) of the Trust Indenture Act. The Trustee shall transmit by mail all reports as required by Sections 313(c) and 313(d) of the Trust Indenture Act.

(b) A copy of each report pursuant to Subsection (a) of this Section 703 shall, at the time of its transmission to Holders, be filed by the Trustee with each stock exchange upon which any Securities are listed, with the SEC and with the Company. The Company will notify the Trustee when any Securities are listed on any stock exchange.

SECTION 704. REPORTS BY COMPANY.

The Company shall file with the Trustee, within 15 days after the Company is required to file the same with the SEC, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may from time to

time by rules and regulations prescribe) which the Company may be required to file with the SEC pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, and shall otherwise comply with Section 314(a) of the Trust Indenture Act.

ARTICLE VIII

CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE

SECTION 801. COMPANY MAY CONSOLIDATE, ETC., ONLY ON CERTAIN TERMS.

(a) The Company shall not, directly or indirectly, in any transaction or series of related transactions: (1) consolidate or merge with or into another Person (whether or not the Company is the surviving corporation); (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company and its Subsidiaries taken as a whole, or (3) assign any of its obligations under the Securities and this Indenture, in one or more related transactions, to another Person; unless:

(i) either: (A) the Company is the surviving corporation; or (B) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;

(ii) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, conveyance or other disposition shall have been made assumes all the obligations of the Company under the Securities and this Indenture pursuant to agreements reasonably satisfactory to the Trustee;

(iii) immediately after such transaction no Default or Event of Default exists;

(iv) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such merger, consolidation or sale, assignment, transfer, conveyance or other disposition of such properties or assets or assignment of its obligations under the Securities and this Indenture and such supplemental indenture, if any, comply with this Indenture.

(b) The Company shall not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person.

(c) Notwithstanding the foregoing, this Section 801 shall not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among the Company and any of its Wholly Owned Subsidiaries.

SECTION 802. SUCCESSOR PERSON SUBSTITUTED.

Upon any consolidation or merger, any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Company, or any assignment of the obligations under the Securities and this Indenture in accordance with Section 801 hereof, the successor corporation formed by such consolidation or into or with which the Company is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to the "Company" shall refer instead to the successor corporation and not to the Company), and may exercise every right and power of the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein; provided, however, that the predecessor Company shall not be relieved from the obligation to pay the principal of and interest on the Securities except in the case of a sale of all of the Company's assets that meets the requirements of Section 801 hereof.

ARTICLE IX

SUPPLEMENTAL INDENTURES

SECTION 901. WITHOUT CONSENT OF HOLDERS. Notwithstanding Section 902 of this Indenture, the Company and the Trustee may amend or supplement this Indenture or the Securities of any series without the consent of any Holder of a Security of any series:

(a) to cure any ambiguity, defect or inconsistency;

(b) to provide for uncertificated Securities in addition to or in place of certificated Securities or to alter the provisions of Article II of this Indenture (including the related definitions) in a manner that does not materially adversely affect any Holder;

(c) to establish the form or terms of Securities of any series as permitted by Sections 201 and 301 of this Indenture;

(d) to provide for the assumption of the Company's or any Guarantor's obligations to the Holders of the Securities by a successor to the Company pursuant to Article VIII of this Indenture;

(e) to make any change that would provide any additional rights or benefits to the Holders of the Securities or that does not adversely affect the legal rights hereunder of any such Holder;

(f) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the Trust Indenture Act;

(g) to evidence and provide the acceptance of the appointment of a successor Trustee pursuant to Sections 610 and 611 of this Indenture; and

(h) to add a Guarantor of the Securities.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of the documents described in Section 603 of this Indenture, the Trustee shall join with the Company in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

SECTION 902. WITH CONSENT OF HOLDERS.

Except as provided below in this Section 902, the Company and the Trustee may amend or supplement this Indenture and the Securities of any series may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount at maturity of Securities of that series then Outstanding voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, that series of Securities), and, subject to Sections 504 and 507 hereof, any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, and interest, if any, on such Securities, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture or such Securities may be waived with the consent of the Holders of a majority in aggregate principal amount at maturity of the then Outstanding Securities of that series voting as a single class (including without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, that series of Securities).

Upon the request of the Company accompanied by a Board Resolution authorizing the execution of any such amended or supplemental indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of that series of Securities as aforesaid, and upon receipt by the Trustee of the documents described in Section 603 of this Indenture, the Trustee shall join with the Company in the execution of such amended or supplemental indenture unless such amended or supplemental indenture directly affects the Trustee’s own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental indenture.

It shall not be necessary for the consent of the Holders of Securities under this Section 902 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section becomes effective, the Company shall mail to the Holders of Securities of any series affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver.

Subject to Sections 504 and 507 hereof, the Holders of a majority in aggregate principal amount at maturity of a series of Securities then Outstanding voting as a single class may waive compliance in a particular instance by the Company with any provision of this Indenture or the

Securities. However, without the consent of each Holder of a series of Securities affected, an amendment or waiver under this Section 902 may not (with respect to the series of Securities held by a non-consenting Holder):

(a) reduce the principal amount of the then Outstanding Securities whose Holders must consent to an amendment, supplement or waiver;

(b) reduce the principal of or change the fixed maturity of any Security or alter any of the provisions with respect to the redemption of the Securities unless otherwise specifically provided for in the supplemental indenture;

(c) reduce the rate of or change the time for payment of interest on any Security;

(d) waive a Default or Event of Default in the payment of principal of, or interest or premium, if any, on the Securities (except a rescission of acceleration of the Securities by the Holders of any series of Securities of at least a majority in aggregate principal amount of the then Outstanding Securities of that series and a waiver of the payment default that resulted from such acceleration);

(e) make any Security payable in money other than that stated in the Security;

(f) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of Securities to receive payments of principal of, or interest or premium, if any, on the Securities;

(g) waive a redemption payment with respect to any Security (other than as may be specifically permitted by the supplemental indenture);

(h) cause the Securities to become subordinated in right of payment to any other Indebtedness;

(i) release any Guarantor from any of its obligations under its Guarantee or this Indenture, except in accordance with the terms thereof; or

(j) make any change in Sections 504 or 507 or the foregoing amendment and waiver provisions.

SECTION 903. COMPLIANCE WITH TRUST INDENTURE ACT.

Every amendment or supplement to this Indenture or the Securities shall be set forth in a amended or supplemental indenture that complies with the Trust Indenture Act as then in effect.

SECTION 904. REVOCATION AND EFFECT OF CONSENTS.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Security is a continuing consent by the Holder of a Security and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder’s

Security, even if notation of the consent is not made on any Security. However, any such Holder of a Security or subsequent Holder of a Security may revoke the consent as to its Security if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

SECTION 905. NOTATION ON OR EXCHANGE OF SECURITIES.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Security thereafter authenticated. The Company in exchange for all Securities of a series may issue and the Trustee shall, upon receipt of a written order from the Company to authenticate such Securities, authenticate new Securities that reflect the amendment, supplement or waiver.

SECTION 906. TRUSTEE TO SIGN AMENDMENTS, ETC.

The Trustee shall sign any amended or supplemental indenture authorized pursuant to this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Company may not sign an amendment or supplemental indenture until the Board of Directors approves it. In executing any amended or supplemental indenture, the Trustee shall be entitled to receive and (subject to Section 601 of this Indenture) shall be fully protected in relying upon, in addition to the documents required by Section 603 this Indenture, an Officer's Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture.

ARTICLE X

COVENANTS

SECTION 1001. PAYMENT OF PRINCIPAL, PREMIUM AND INTEREST.

The Company covenants and agrees for the benefit of each series of Securities that it will duly and punctually pay the principal of (and premium, if any), interest on and any Additional Amounts with respect to the Securities of that series in accordance with the terms of the Securities and this Indenture.

SECTION 1002. MAINTENANCE OF OFFICE OR AGENCY.

If Securities of a series are issuable only as Registered Securities, the Company will maintain in each Place of Payment for any series of Securities an office or agency where Securities of that series may be presented or surrendered for payment, where Securities of that series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Securities of that series and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address

thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Company may also from time to time designate one or more other offices or agencies where the Securities of one or more series may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided*, *however*, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in each Place of Payment for Securities of any series for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 1003. MONEY FOR SECURITIES PAYMENTS TO BE HELD IN TRUST.

If the Company shall at any time act as its own Paying Agent with respect to any series of Securities, it will, on or before each due date of the principal of (and premium, if any) or interest on or any Additional Amounts with respect to any of the Securities of that series, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal (and premium, if any) or interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents for any series of Securities, the Company will, on or before each due date of the principal of (and premium, if any) or interest on any Securities of that series, deposit with a Paying Agent a sum sufficient to pay the principal (and premium, if any) or interest so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal, premium or interest, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act.

The Company will cause each Paying Agent for any series of Securities other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will:

(1) hold all sums held by it for the payment of the principal of (and premium, if any), interest on or any Additional Amounts with respect to Securities of that series in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Trustee notice of any default by the Company (or any other obligor upon the Securities of that series) in the making of any payment of principal (and premium, if any), interest on or any Additional Amounts with respect to the Securities of that series; and

(3) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of (and premium, if any) or interest on any Security of any series and remaining unclaimed for three years after such principal (and premium, if any) or interest has become due and payable shall, unless otherwise required by mandatory provisions of applicable escheat, or abandoned or unclaimed property law, be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Security shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in an Authorized Newspaper in the Borough of Manhattan, the City of New York and in such other Authorized Newspapers as the Trustee shall deem appropriate, notice that such money remains unclaimed and that, after a date specified herein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will, unless otherwise required by mandatory provisions of applicable escheat, or abandoned or unclaimed property law, be repaid to the Company.

SECTION 1004. EXISTENCE.

Subject to Article VIII, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

SECTION 1005. STATEMENT BY OFFICERS AS TO DEFAULT.

The Company shall deliver to the Trustee, within 120 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing officers with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such officer signing such certificate, that to the best of his or her knowledge the Company has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Company is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of or interest, if any, on the Securities is prohibited or if such event has occurred, a description of the event and what action the Company is taking or proposes to take with respect thereto.

The Company shall, so long as any of the Securities are outstanding, deliver to the Trustee, forthwith and in any event within five days upon any officer becoming aware of any Default or Event of Default or an event which, with notice or the lapse of time or both, would constitute an Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

SECTION 1006. WAIVER OF CERTAIN COVENANTS.

The Company may omit in any particular instance to comply with any covenant or condition set forth in Section 1005, or any covenant added for the benefit of any series of Securities as contemplated by Section 301 (unless otherwise specified pursuant to Section 301) if before or after the time for such compliance the Holders of a majority in principal amount of the Outstanding Securities of all series affected by such omission (acting as one class) shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such covenant or condition shall remain in full force and effect.

SECTION 1007. ADDITIONAL AMOUNTS.

If the Securities of a series expressly provide for the payment of Additional Amounts, the Company will pay to the Holder of any Security of such series Additional Amounts as expressly provided therein. Whenever in this Indenture there is mentioned, in any context, the payment of the principal of or any premium or interest on, or in respect of, any Security of any series or the net proceeds received from the sale or exchange of any Security of any series, such mention shall be deemed to include mention of the payment of Additional Amounts provided for in this Section 1007 to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof pursuant to the provisions of this Section 1007 and express mention of the payment of Additional Amounts (if applicable) in any provisions hereof shall not be construed as excluding Additional Amounts in those provisions hereof where such express mention is not made.

If the Securities of a series provide for the payment of Additional Amounts, at least 10 days prior to the first Interest Payment Date with respect to that series of Securities (or if the Securities of that series will not bear interest prior to Maturity, the first day on which a payment of principal and any premium is made), and at least 10 days prior to each date of payment of principal and any premium or interest if there has been any change with respect to the matters set forth in the below-mentioned Officers' Certificate, the Company shall furnish the Trustee and the Company's principal Paying Agent or Paying Agents, if other than the Trustee, with an Officers' Certificate instructing the Trustee and such Paying Agent or Paying Agents whether such payment of principal of and any premium or interest on the Securities of that series shall be made to Holders of Securities of that series who are United States Aliens without withholding for or on account of any tax, assessment or other governmental charge described in the Securities of that series. If any such withholding shall be required, then such Officers' Certificate shall specify by country the amount, if any, required to be withheld on such payments to such Holders of Securities and the Company will pay to such Paying Agent the Additional Amounts required by this Section. The Company covenants to indemnify the Trustee and any Paying Agent for, and to

hold them harmless against any loss, liability or expense reasonably incurred without negligence or bad faith on their part arising out of or in connection with actions taken or omitted by any of them in reliance on any Officers' Certificate furnished pursuant to this Section 1007.

ARTICLE XI

REDEMPTION OF SECURITIES

SECTION 1101. APPLICABILITY OF ARTICLE.

Securities of any series which are redeemable before their Stated Maturity shall be redeemable in accordance with their terms and (except as otherwise specified as contemplated by Section 301 for Securities of any series) in accordance with this Article.

SECTION 1102. ELECTION TO REDEEM; NOTICE TO TRUSTEE.

The election of the Company to redeem any Securities shall be evidenced by a Board Resolution. In case of any redemption at the election of the Company of less than all the Securities of any series, the Company shall, a reasonable period prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the principal amount of Securities of such series to be redeemed. In the case of any redemption of Securities prior to the expiration of any restriction on such redemption provided in the terms of such Securities or elsewhere in this Indenture, the Company shall furnish the Trustee with an Officers' Certificate evidencing compliance with such restriction.

SECTION 1103. SELECTION BY TRUSTEE OF SECURITIES TO BE REDEEMED.

If less than all the Securities of any series are to be redeemed, the particular Securities to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee, from the Outstanding Securities of such series not previously called for redemption, by such method as the Trustee shall deem fair and appropriate and that may provide for the selection for redemption of portions (equal to the minimum authorized denomination for Securities of that series or any integral multiple thereof) of the principal amount of Securities of such series of a denomination larger than the minimum authorized denomination for Securities of that series or of the principal amount of global Securities of such series.

The Trustee shall promptly notify the Company and the Security Registrar in writing of the Securities selected for redemption and, in the case of any Securities selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities shall relate, in the case of any Securities redeemed or to be redeemed only in part, to the portion of the principal amount of such Securities which has been or is to be redeemed.

SECTION 1104. NOTICE OF REDEMPTION.

Notice of redemption shall be given in the manner provided in Section 107 to each Holder of Securities to be redeemed not less than 30 nor more than 60 days prior to the Redemption Date.

All notices of redemption shall state:

(1) the Redemption Date,

(2) the Redemption Price,

(3) if less than all the Outstanding Securities of any series are to be redeemed, the identification (and, in the case of partial redemption, the principal amounts) of the particular Securities to be redeemed,

(4) that on the Redemption Date the Redemption Price will become due and payable upon each such Security to be redeemed and, if applicable, that interest thereon will cease to accrue on and after said date,

(5) the place or places where such Securities are to be surrendered for payment of the Redemption Price,

(6) that the redemption is for a sinking fund, if such is the case, and

(7) the "CUSIP" number, if applicable.

A notice of redemption as contemplated by Section 107 need not identify particular Registered Securities to be redeemed. Notice of redemption of Securities to be redeemed at the election of the Company shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company.

SECTION 1105. DEPOSIT OF REDEMPTION PRICE.

On or before 10:00 a.m., New York City time, on any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 1003) an amount of money sufficient to pay the Redemption Price of, and (except if the Redemption Date shall be an Interest Payment Date) accrued interest on and any Additional Amounts with respect to all the Securities to be redeemed on that date.

SECTION 1106. SECURITIES PAYABLE ON REDEMPTION DATE.

Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Company shall default in the payment of the Redemption Price and accrued interest) such Securities shall cease to bear interest. Upon surrender of any such Security for redemption in accordance with said notice, such Security shall

be paid by the Company at the Redemption Price, together with accrued interest (and any Additional Amounts) to the Redemption Date; *provided*, *however*, that installments of interest whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 307.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the Redemption Date at the rate prescribed therefor in the Security or, in the case of Original Issue Discount Securities, the Securities' Yield to Maturity.

SECTION 1107. SECURITIES REDEEMED IN PART.

Any Registered Security which is to be redeemed only in part shall be surrendered at a Place of Payment therefor (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Security without service charge, a new Registered Security or Securities of the same series and Stated Maturity, of any authorized denomination as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Security so surrendered.

SECTION 1108. PURCHASE OF SECURITIES.

Unless otherwise specified as contemplated by Section 301, the Company and any Affiliate of the Company may at any time purchase or otherwise acquire Securities in the open market or by private agreement. Such acquisition shall not operate as or be deemed for any purpose to be a redemption of the indebtedness represented by such Securities. Any Securities purchased or acquired by the Company may be delivered to the Trustee and, upon such delivery, the indebtedness represented thereby shall be deemed to be satisfied. Section 309 shall apply to all Securities so delivered.

ARTICLE XII

SINKING FUNDS

SECTION 1201. APPLICABILITY OF ARTICLE.

The provisions of this Article shall be applicable to any sinking fund for the retirement of Securities of a series except as otherwise specified as contemplated by Section 301 for Securities of such series.

The minimum amount of any sinking fund payment provided for by the terms of Securities of any series is herein referred to as a "mandatory sinking fund payment," and any payment in excess of such minimum amount provided for by the terms of Securities of any series is herein referred to as an "optional sinking fund payment". Unless otherwise provided by the terms of Securities of any series, the cash amount of any sinking fund payment may be subject to

reduction as provided in Section 1202. Each sinking fund payment shall be applied to the redemption of Securities of any series as provided for by the terms of Securities of such series.

SECTION 1202. SATISFACTION OF SINKING FUND PAYMENTS WITH SECURITIES.

The Company (1) may deliver Outstanding Securities of a series (other than any previously called for redemption), and (2) may apply as a credit Securities of a series which have been redeemed either at the election of the Company pursuant to the terms of such Securities or through the application of permitted optional sinking fund payments pursuant to the terms of such Securities, in each case in satisfaction of all or any part of any sinking fund payment with respect to the Securities of such series required to be made pursuant to the terms of such Securities as provided for by the terms of such series; *provided* that such Securities have not been previously so credited. Such Securities shall be received and credited for such purpose by the Trustee at the Redemption Price specified in such Securities for redemption through operation of the sinking fund and the amount of such sinking payment shall be reduced accordingly.

SECTION 1203. REDEMPTION OF SECURITIES FOR SINKING FUND.

Not less than 45 days prior (unless a shorter period shall be satisfactory to the Trustee) to each sinking fund payment date for any series of Securities, the Company will deliver to the Trustee an Officers' Certificate specifying the amount of the next ensuing sinking fund payment for that series pursuant to the terms of that series, the portion thereof, if any, which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivery of or by crediting Securities of that series pursuant to Section 1202 and will also deliver to the Trustee any Securities to be so delivered. Not less than 30 days before each such sinking fund payment date the Trustee shall select the Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 1103 and cause notice of the redemption thereof to be given in the name of and at the expense of the Company in the manner provided in Section 1104. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 1106 and 1107.

ARTICLE XIII

MEETINGS OF HOLDERS OF SECURITIES

SECTION 1301. PURPOSES FOR WHICH MEETINGS MAY BE CALLED.

A meeting of Holders of Securities of any or all series may be called at any time and from time to time pursuant to this Article to make, give or take any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be made, given or taken by Holders of Securities of such series.

SECTION 1302. CALL, NOTICE AND PLACE OF MEETINGS.

(a) The Trustee may at any time call a meeting of Holders of Securities of any series for any purpose specified in Section 1301, to be held at such time and at such place

in the Borough of Manhattan, the City of New York, or in any other location, as the Trustee shall determine. Notice of every meeting of Holders of Securities of any series, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be given, in the manner provided in Section 107, not less than 20 nor more than 180 days prior to the date fixed for the meeting.

(b) In case at any time the Company, pursuant to a Board Resolution, or the Holders of at least 10% in aggregate principal amount of the Outstanding Securities of any series, shall have requested the Trustee for any such series to call a meeting of the Holders of Securities of such series for any purpose specified in Section 1301, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have made the first publication of the notice of such meeting within 30 days after receipt of such request or shall not thereafter proceed to cause the meeting to be held as provided herein, then the Company or the Holders of Securities of such series in the amount above specified, as the case may be, may determine the time and the place in the Borough of Manhattan, the City of New York for such meeting and may call such meeting for such purposes by giving notice thereof as provided in Subsection (a) of this Section.

SECTION 1303. PERSONS ENTITLED TO VOTE AT MEETINGS.

To be entitled to vote at any meeting of Holders of Securities of any series, a Person shall be (1) a Holder of one or more Outstanding Securities of such series, or (2) a Person appointed by an instrument in writing as proxy for a Holder or Holders of one or more Outstanding Securities of such series by such Holder or Holders. The only Persons who shall be entitled to be present or to speak at any meeting of Holders of Securities of any series shall be the Persons entitled to vote at such meeting and their counsel, any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 1304. QUORUM; ACTION.

The Persons entitled to vote a majority in aggregate principal amount of the Outstanding Securities of a series shall constitute a quorum for a meeting of Holders of Securities of such series. In the absence of a quorum within 30 minutes of the time appointed for any such meeting, the meeting shall, if convened at the request of Holders of Securities of such series, be dissolved. In any other case, the meeting may be adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such meeting. In the absence of a quorum at any such adjourned meeting, such adjourned meeting may be further adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such adjourned meeting. Subject to Section 1305(d), notice of the reconvening of any adjourned meeting shall be given as provided in Section 1302(a), except that such notice need be given only once not less than five days prior to the date on which the meeting is scheduled to be reconvened. Notice of the reconvening of an adjourned meeting shall state expressly that Persons entitled to vote a majority in principal amount of the Outstanding Securities of such series shall constitute a quorum.

Except as limited by the proviso to Section 902, any resolution presented to a meeting or adjourned meeting duly reconvened at which a quorum is present as aforesaid may be adopted by

the affirmative vote of the Holders of a majority in aggregate principal amount of the Outstanding Securities of that series; *provided*, *however*, that, except as limited by the proviso to Section 902, any resolution with respect to any request, demand, authorization, direction, notice, consent or waiver which this Indenture expressly provides may be made, given or taken by the Holders of a specified percentage that is less than a majority in aggregate principal amount of the Outstanding Securities of a series may be adopted at a meeting or an adjourned meeting duly reconvened and at which a quorum is present as aforesaid by the affirmative vote of the Holders of such specified percentage in aggregate principal amount of the Outstanding Securities of that series.

Except as limited by the fourth paragraph of Section 902, any resolution passed or decision taken at any meeting of Holders of Securities of any series duly held in accordance with this Section shall be binding on all the Holders of Securities of such series, whether or not present or represented at the meeting.

SECTION 1305. DETERMINATION OF VOTING RIGHTS; CONDUCT AND ADJOURNMENT OF MEETINGS.

(a) The holding of Securities shall be proved in the manner specified in Section 105 and the appointment of any proxy shall be proved in the manner specified in Section 105. Such regulations may provide that written instruments appointing proxies, regular on their face, may be presumed valid and genuine without the proof specified in Section 105 or other proof.

(b) The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Holders of Securities as provided in Section 1302(b), in which case the Company or the Holders of Securities of the series calling the meeting, as the case may be, shall appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the Persons entitled to vote a majority in aggregate principal amount of the Outstanding Securities of such series represented at the meeting.

(c) At any meeting each Holder of a Security of such series and each proxy shall be entitled to one vote for each $1,000 principal amount (or such other amount of the minimum denomination of any series of Securities as may be provided in the establishment of such series as contemplated by Section 301 hereof) of the Outstanding Securities of such series held or represented by him; *provided*, *however*, that no vote shall be cast or counted at any meeting in respect of any Security challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote, except as a Holder of a Security of such series or as a proxy.

(d) Any meeting of Holders of Securities of any series duly called pursuant to Section 1302 at which a quorum is present may be adjourned from time to time by Persons entitled to vote a majority in aggregate principal amount of the Outstanding Securities of such series represented at the meeting; and the meeting may be held as so adjourned without further notice.

SECTION 1306. COUNTING VOTES AND RECORDING ACTION OF MEETINGS.

The vote upon any resolution submitted to any meeting of Holders of Securities of any series shall be by written ballots on which shall be subscribed the signatures of the Holders of Securities of such series or of their representatives by proxy and the principal amounts and serial numbers of the Outstanding Securities of such series held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record, at least in duplicate, of the proceedings of each meeting of Holders of Securities of any series shall be prepared by the secretary of the meeting and there shall be attached to such record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more Persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that such notice was given as provided in Section 1302 and, if applicable, Section 1304. Each copy shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one such copy shall be delivered to the Company, and another to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

* * *

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

ARTICLE XIV

SUBORDINATION

SECTION 1401. ADDITIONAL SUBORDINATION TERMS.

Pursuant to Section 301, the indenture supplemental hereto pursuant to which Securities are issued or the Board Resolutions in which the terms of the Securities are set forth may set forth subordination provisions and terms.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the day and year first above written.

JARDEN CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Chief Financial Officer

THE BANK OF NEW YORK, as Trustee

By: /s/ Julie Salovitch-Miller
Name: Julie Salovitch-Miller
Title: Vice President

JARDEN CORPORATION,
as Issuer

THE GUARANTORS PARTY HERETO, as Guarantors

AND

THE BANK OF NEW YORK,
as Trustee

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7 1/2% SENIOR SUBORDINATED NOTES DUE 2017

FIRST SUPPLEMENTAL INDENTURE DATED AS OF

FEBRUARY 13, 2007

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JARDEN CORPORATION
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Note: This reconciliation and tie shall not, for any purpose, be deemed to be a part of the Indenture.

This FIRST SUPPLEMENTAL INDENTURE, dated as of February 13, 2007 (this "***Supplemental Indenture***"), is by and between Jarden Corporation, a Delaware corporation (such corporation and any successor as defined in the Base Indenture, the "***Company***"), and The Bank of New York, as trustee (such institution and any successor as defined in the Base Indenture, the "***Trustee***").

WITNESSETH:

WHEREAS, the Company has previously executed and delivered an Indenture, dated as of February 13, 2007 (the "***Base Indenture***"), with the Trustee providing for the issuance from time to time of one or more series of the Company's senior subordinated debt securities;

WHEREAS, Section 301 of the Base Indenture provides that the Company and the Trustee may enter into an indenture supplemental to the Base Indenture to establish the form or terms of Securities of any series as permitted by Section 301 and Section 901 of the Base Indenture; and

WHEREAS, the Company is entering into this First Supplemental Indenture to establish the form and terms of its 7 1/2% Senior Subordinated Notes due May 1, 2017 (the "***Notes***");

WHEREAS, the Base Indenture is incorporated herein by reference and the Base Indenture, as supplemented by this First Supplemental Indenture is herein called the "***Indenture***" as that term is defined in the Base Indenture; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this First Supplemental Indenture and to make it a valid and binding obligation of the Company have been done or performed.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Notes.

ARTICLE 1 ESTABLISHMENT; DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01. Establishment.

(a) There is hereby established a new series of Securities to be issued under the Indenture, to be designated as the Company's 7 1/2% Senior Subordinated Notes due 2017.

(b) There are to be authenticated and delivered on the date hereof Five Hundred Fifty Million Dollars ($550,000,000) aggregate principal amount of the Notes.

(c) The Notes shall be issued in the form of one or more permanent Notes in substantially the form set out in Exhibit A hereto.

(d) Each Note shall be dated the date of authentication thereof and shall bear interest from the date of original issuance thereof or from the most recent date to which interest has been paid or duly provided for.

(e) With respect to the Notes (and any Guarantees endorsed thereon) only, the Base Indenture shall be supplemented pursuant to Sections 2.01, 3.01 and 9.01 thereof to establish the terms of the Notes (and any Guarantees endorsed thereon) as set forth in this First Supplemental Indenture, including as follows:

(i) The provisions of Articles I, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII and XIV of the Base Indenture are deleted and replaced in their entirety by the provisions of Articles 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14 of this First Supplemental Indenture;

(ii) The form and terms of the securities representing the Notes required to be established pursuant to Article II of the Base Indenture shall be established in accordance with Article 2 of this First Supplemental Indenture;

To the extent that the provisions of this First Supplemental Indenture (including those referred to in clauses (i) and (ii) immediately above) conflict with any provision of the Base Indenture, the provisions of this First Supplemental Indenture shall govern and be controlling, solely with respect to the Notes (and any Guarantees endorsed thereon).

(f) The Notes shall rank *pari passu* with the Company's Existing Notes.

(g) Unless otherwise expressly specified, references in this First Supplemental Indenture to specific Article numbers or Section numbers refer to Articles and Sections contained in this First Supplemental Indenture, and not the Base Indenture or any other document.

SECTION 1.02. Definitions

(a) All capitalized terms used herein and not otherwise defined below shall have the meanings ascribed thereto in the Base Indenture.

(b) The following are definitions used in this First Supplemental Indenture and to the extent that a term is defined both herein and in the Base Indenture, unless otherwise specified, the definition in this First Supplemental Indenture shall govern solely with respect to the Notes (and any Guarantee endorsed thereon).

"***2002 Indenture***" means the Indenture dated as of April 24, 2002, between the Company, the guarantors party thereto and The Bank of New York, as trustee.

"***Acquired Indebtedness***" means Indebtedness of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary of the Company or at the time it merges or consolidates with or into the Company or any of its Subsidiaries or that is assumed in connection with the acquisition of assets from such Person, including Indebtedness incurred by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary of the Company or such acquisition, merger or consolidation.

"***Additional Notes***" means, subject to the Company's compliance with Section 4.09, 7 1/2% Senior Subordinated Notes due 2017 issued from time to time after the Issue Date under the terms of this Indenture (other than pursuant to Sections 2.06, 2.07, 2.10 or 3.06 of this Indenture).

"***Affiliate***" means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative of the foregoing. Notwithstanding the foregoing, no Person (other than the

Company or any Subsidiary of the Company) in whom a Securitization Entity makes an Investment in connection with a Qualified Securitization Transaction shall be deemed to be an Affiliate of the Company or any of its Subsidiaries solely by reason of such Investment.

"***Agent***" means any Registrar or Paying Agent.

"***Applicable Premium***" means, with respect to any notes on any Redemption Date, the greater of:

(1) 1.0% of the principal amount of the Note; or

(2) the excess, if any, of:

(a) the present value at such Redemption Date of (i) the redemption price of the Note at May 1, 2012 (such redemption price being set forth in Section 3.07 hereof), plus (ii) all required interest payments due on such Note through May 1, 2012 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over

(b) the principal amount of such Note.

"***Applicable Procedures***" means with respect to any transfer, redemption or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depository that apply to such transfer, redemption or exchange.

"***Asset Acquisition***" means (a) an Investment by the Company or any Restricted Subsidiary of the Company in any other Person pursuant to which such Person shall become a Restricted Subsidiary of the Company, or shall be merged with or into the Company or any Restricted Subsidiary of the Company, or (b) the acquisition by the Company or any Restricted Subsidiary of the Company of the assets of any Person (other than a Restricted Subsidiary of the Company) other than in the ordinary course of business.

"***Asset Sale***" means any direct or indirect sale, issuance, conveyance, transfer, lease (other than operating leases entered into in the ordinary course of business), assignment or other transfer for value by the Company or any of its Restricted Subsidiaries (including any Sale and Leaseback Transaction) to any Person other than the Company or a Restricted Subsidiary of the Company of:

(1) any Capital Stock of any Restricted Subsidiary of the Company, or

(2) any other property or assets of the Company or any Restricted Subsidiary of the Company other than in the ordinary course of business;

provided, *however*, that Asset Sales or other dispositions shall not include:

(a) a transaction or series of related transactions for which the Company or its Restricted Subsidiaries receive aggregate consideration of less than $35.0 million;

(b) the sale, lease, conveyance, disposition or other transfer of all or substantially all of the assets of the Company as permitted under Section 5.01 hereof or any disposition that constitutes a Change of Control;

(c) the sale or discount, in each case without recourse, of accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof;

(d) disposals or replacements of obsolete equipment in the ordinary course of business;

(e) the sale, lease, conveyance, disposition or other transfer by the Company or any Restricted Subsidiary of assets or property to one or more Restricted Subsidiaries in connection with Investments permitted under Section 4.07 hereof or pursuant to any Permitted Investment;

(f) sales or contributions of accounts receivable, equipment and related assets (including contract rights) of the type specified in the definition of "Qualified Securitization Transaction" to a Securitization Entity for the fair market value thereof, including cash in an amount at least equal to 75% of the fair market value thereof as determined in accordance with GAAP (for the purposes of this clause (f), Purchase Money Notes shall be deemed to be cash);

(g) a Restricted Payment that is permitted by Section 4.07 hereof;

(h) sales, dispositions of cash or Cash Equivalents;

(i) the creation of a Lien (but not the sale or other disposition of the property subject to such Lien); and

(j) the license of patents, trademarks, copyrights and know-how to third Persons in the ordinary course of business.

"***Bankruptcy Law***" means Title 11, U.S. Code or any similar federal or state law for the relief of debtors, or the law of any other jurisdiction relating to bankruptcy, insolvency, winding up, liquidation, reorganization or the relief of debtors.

"***Board of Directors***" means

(1) with respect to a corporation, the board of directors of the corporation;

(2) with respect to a partnership, the board of directors of the general partner of the partnership; and

(3) with respect to any other Person, the board or committee of such Person serving a similar function.

"***Board Resolution***" means, with respect to any Person, a resolution of such Person duly adopted by the Board of Directors of such Person and in full force and effect.

"***Business Day***" means any day other than a Legal Holiday.

"***Capital Stock***" means:

(1) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including each class of Common Stock and Preferred Stock, of such Person and

(2) with respect to any Person that is not a corporation, any and all partnership or other equity interests of such Person.

"***Capitalized Lease Obligations***" means, as to any Person, the obligations of such Person under a lease that are required to be classified and accounted for as capital lease obligations under GAAP and, for purposes of this definition, the amount of such obligations at any date shall be the capitalized amount of such obligations at such date, determined in accordance with GAAP.

"***Cash Equivalents***" means:

(1) marketable direct obligations issued by or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States of America, in each case maturing within one year from the date of acquisition thereof;

(2) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the three highest ratings obtainable from either S&P or Moody's;

(3) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's;

(4) certificates of deposit or bankers' acceptances maturing within one year from the date of acquisition thereof issued by any bank organized under the laws of the United States of America or any state thereof or the District of Columbia or any U.S. branch of a foreign bank or by a bank organized under the laws of any foreign country recognized by the United States of America, in each case having at the date of acquisition thereof combined capital and surplus of not less than $250.0 million (or the foreign currency equivalent thereof);

(5) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (1) above entered into with any bank meeting the qualifications specified in clause (4) above; and

(6) investments in money market funds which invest substantially all their assets in securities of the types described in clauses (1) through (5) above.

"***Certificated Note***" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06 or 2.10 hereof, in substantially the form of Exhibit A hereto, except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Increases or Decreases in the Global Note" attached thereto.

"***Change of Control***" means the occurrence of one or more of the following events:

(1) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company to any Person or group of related Persons for purposes of Section 13(d) of the Exchange Act (a "***Group***"), other than to the Permitted Holders;

(2) the approval by the holders of Capital Stock of the Company of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of this Indenture);

(3) any Person or Group (other than the Permitted Holders) shall become the beneficial owner, directly or indirectly, of shares representing more than 50% of the total ordinary voting power represented by the issued and outstanding Capital Stock of the Company; or

(4) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors.

"***Coleman***" means The Coleman Company, Inc., a Delaware corporation.

"***Coleman IRB Bonds***" means those certain industrial revenue bonds issued pursuant to the Coleman IRB Indentures.

"***Coleman IRB Documents***" means each of the Coleman IRB Indentures, the Coleman IRB Leases and each other material transaction document or instrument entered into or delivered by Coleman in connection therewith.

"***Coleman IRB Indentures***" means, collectively, (a) each of the indenture and each supplemental indenture of Coleman entered into prior to the Issue Date and (b) each supplemental indenture entered into by Coleman after the Issue Date on substantially the same terms as the Coleman IRB Indentures entered into prior to the Issue Date.

"***Coleman IRB Leases***" means, collectively, (a) each lease and each supplemental lease of Coleman entered into prior to the Issue Date and (b) each supplemental lease entered into by Coleman after the Issue Date on substantially the same terms as the Coleman IRB Leases entered into prior to the Issue Date.

"***Common Stock***" of any Person means any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person's common stock, whether outstanding on the Issue Date or issued after the Issue Date, and includes, without limitation, all series and classes of such common stock.

"***Consolidated EBITDA***" means, with respect to any Person, for any period, the sum (without duplication) of such Person's:

(1) Consolidated Net Income; and

(2) to the extent Consolidated Net Income has been reduced thereby:

(a) all income taxes and foreign withholding taxes and taxes based on capital and commercial activity (or similar taxes) of such Person and its Restricted Subsidiaries paid or accrued in accordance with GAAP for such period;

(b) Consolidated Interest Expense;

(c) Consolidated Non-cash Charges less any non-cash items increasing Consolidated Net Income for such period (other than normal accruals in the ordinary course of business), all as determined on a consolidated basis for such Person and its Restricted Subsidiaries in accordance with GAAP;

(d) restructuring costs, facilities relocation costs and acquisition integration costs and fees, including cash severance payments made in connection with acquisitions;

(e) any expenses or charges related to any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization or the incurrence of Indebtedness permitted to be incurred by the indenture including a refinancing thereof (whether or not successful) and any amendment or modification to the terms of any such transactions, including such fees, expenses or charges related to the Transactions;

(f) any write offs, write downs or other non-cash charges, excluding any such charge that represents an accrual or reserve for a cash expenditure for a future period;

(g) the amount of any expense related to minority interests;

(h) the amount of any earn out payments, contingent consideration or deferred purchase price of any kind in conjunction with acquisitions;

(i) any costs or expenses incurred by the Company or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or stockholders agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Company or net cash proceeds of issuance of Qualified Capital Stock of the Company (other than Disqualified Stock that is Preferred Stock) in each case, solely to the extent that such cash proceeds are excluded from the calculation set forth in clauses (iii)(B) and (iii)(C) of paragraph (a) under Section 4.07 hereof;

(3) decreased by (without duplication) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any gains that represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period (other than such cash charges that have been added back to Consolidated Net Income in calculating Consolidated EBITDA in accordance with this definition).

"***Consolidated Fixed Charge Coverage Ratio***" means, with respect to any Person, the ratio of Consolidated EBITDA of such Person during the four full fiscal quarters (the "***Four-Quarter Period***") ending prior to the date of the transaction giving rise to the need to calculate the Consolidated Fixed Charge Coverage Ratio for which internal financial statements are available (the "***Transaction Date***") to Consolidated Fixed Charges of such Person for the Four-Quarter Period. In addition to and without limitation of the foregoing, for purposes of this definition, "Consolidated EBITDA" and "Consolidated Fixed Charges" shall be calculated after giving effect on a pro forma basis for the period of such calculation to:

(1) the incurrence or repayment of any Indebtedness or the issuance of any Designated Preferred Stock of such Person or any of its Restricted Subsidiaries (and the application of the proceeds thereof) giving rise to the need to make such calculation and any incurrence or repayment of other Indebtedness or the issuance or redemption of other Preferred Stock (and the application of the proceeds thereof), other than the incurrence or repayment of Indebtedness in the ordinary course of business for working capital purposes pursuant to revolving credit facilities, occurring during the Four-Quarter Period or at any time subsequent to the last day of the Four-Quarter Period and on or prior to the Transaction Date, as if such incurrence or repayment or issuance or redemption, as the case may be (and the application of the proceeds thereof), had occurred on the first day of the Four-Quarter Period; and

(2) any Asset Sales or other dispositions or Asset Acquisitions (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of such Person or one of its Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of the Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Indebtedness and also including any Consolidated EBITDA attributable to the assets which are the subject of the Asset Acquisition or Asset Sale or other disposition), investments, mergers, consolidations and disposed operations (as determined in accordance with GAAP) occurring during the Four-Quarter Period or at any time subsequent to the last day of the Four-Quarter Period and on or prior to the Transaction Date, as if such Asset Sale or other disposition or Asset Acquisition (including the incurrence or assumption of any such Acquired Indebtedness), investment, merger, consolidation or disposed operation occurred on the first day of the Four-Quarter Period. If such Person or any of its Restricted Subsidiaries directly or indirectly guarantees Indebtedness of a third Person, the preceding sentence shall give effect to the incurrence of such guaranteed Indebtedness as if such Person or any Restricted Subsidiary of such Person had directly incurred or otherwise assumed such other Indebtedness that was so guaranteed.

Furthermore, in calculating "Consolidated Fixed Charges" for purposes of determining the denominator (but not the numerator) of this "Consolidated Fixed Charge Coverage Ratio":

(1) interest on outstanding Indebtedness determined on a fluctuating basis as of the Transaction Date and which will continue to be so determined thereafter shall be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on the Transaction Date; and

(2) notwithstanding clause (1) of this paragraph, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by agreements relating to Interest Swap Obligations, shall be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements.

For purposes of this definition, whenever pro forma effect is to be given to an acquisition of assets, the amount of income or earnings relating thereto and the amount of Consolidated Interest Expense associated with any Indebtedness incurred in connection therewith, the pro forma calculations shall be determined in good faith by a responsible financial or accounting officer of the Company. In addition, any such pro forma calculation may include adjustments appropriate, in the reasonable determination of the Company as set forth in an officers' certificate, to reflect operating expense reductions reasonably expected to result from any acquisition or merger.

"***Consolidated Fixed Charges***" means, with respect to any Person for any period, the sum of, without duplication:

(1) Consolidated Interest Expense; plus

(2) the product of (x) the amount of all cash dividend payments on any series of Preferred Stock of such Person times (y) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective consolidated federal, state and local income tax rate of such Person, expressed as a decimal (as estimated in good faith by the chief financial officer of the Company, which estimate shall be conclusive); plus

(3) the product of (x) the amount of all dividend payments on any series of Permitted Subsidiary Preferred Stock times (y) a fraction, the numerator of which is one and the denominator of

which is one minus the then current effective consolidated federal, state and local income tax rate of such Person, expressed as a decimal (as estimated in good faith by the chief financial officer of the Company, which estimate shall be conclusive); provided that with respect to any series of Preferred Stock that did not pay cash dividends during such period but that is eligible to pay dividends during any period prior to the maturity date of the notes, cash dividends shall be deemed to have been paid with respect to such series of Preferred Stock during such period for purposes of this clause (3).

"***Consolidated Interest Expense***" means, with respect to any Person for any period, the sum of, without duplication:

(1) the aggregate of all cash and non-cash interest expense (net of interest income) with respect to all outstanding Indebtedness of such Person and its Restricted Subsidiaries, including the net costs or benefits associated with Interest Swap Obligations, for such period determined on a consolidated basis in conformity with GAAP, but excluding (i) amortization or write-off of debt issuance costs, deferred financing or liquidity fees, commissions, fees and expenses, (ii) any expensing of bridge, commitment and other financing fees, (iii) commissions, discounts, yield and other fees and charges (including any interest expense) related to any Qualified Securitization Transaction and (iv) any redemption premium paid in connection with the redemption of the Existing Notes;

(2) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; and

(3) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Restricted Subsidiaries during such period as determined on a consolidated basis in accordance with GAAP.

"***Consolidated Net Income***" means, for any period, the aggregate net income (or loss) of the Company and its Restricted Subsidiaries for such period on a consolidated basis, determined in accordance with GAAP and without any deduction in respect of Preferred Stock dividends; provided that there shall be excluded therefrom to the extent otherwise included, without duplication:

(1) gains and losses from Asset Sales (without regard to the $35.0 million limitation set forth in the definition thereof) and the related tax effects according to GAAP;

(2) gains and losses due solely to fluctuations in currency values and the related tax effects according to GAAP;

(3) the net income (or loss) from disposed or discontinued operations or any net gains or losses on disposal of disposed or discontinued operations, and the related tax effects according to GAAP;

(4) solely for the purpose of determining the amount available for Restricted Payments under clause (iii) of paragraph (a) of Section 4.07 hereof, the net income of any Restricted Subsidiary of the Company (other than a Guarantor) to the extent that the declaration of dividends or similar distributions by that Restricted Subsidiary of the Company of that income is not at the date of determination wholly permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distributions has been legally waived; provided that Consolidated Net Income of the Company will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to the Company or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein;

(5) any impairment charge or asset write-off, in each case pursuant to GAAP, and the amortization of intangibles arising pursuant to GAAP;

(6) the net loss of any Person, other than a Restricted Subsidiary of the Company;

(7) any non-cash compensation charges and deferred compensation charges, including any arising from existing stock options resulting from any merger or recapitalization transaction; *provided*, *however*, that Consolidated Net Income for any period shall be reduced by any cash payments made during such period by such Person in connection with any such deferred compensation, whether or not such reduction is in accordance with GAAP;

(8) all extraordinary, unusual or non-recurring charges, gains and losses (including, without limitation, all restructuring costs, facilities relocation costs, acquisition integration costs and fees, including cash severance payments made in connection with acquisitions, and any expense or charge related to the repurchase of Capital Stock or warrants or options to purchase Capital Stock), and the related tax effects according to GAAP;

(9) inventory purchase accounting adjustments and amortization and impairment charges resulting from other purchase accounting adjustments in connection with acquisition transactions;

(10) the net income of any Person, other than a Restricted Subsidiary of the Company, except to the extent of cash dividends or distributions paid to the Company or a Restricted Subsidiary of the Company by such Person; and

(11) in the case of a successor to the referent Person by consolidation or merger or as a transferee of the referent Person's assets, any earnings of the successor corporation prior to such consolidation, merger or transfer of assets.

For purposes of clause (a)(iii)(A) of Section 4.07 hereof, Consolidated Net Income shall be reduced by any cash dividends paid with respect to any series of Designated Preferred Stock.

"***Consolidated Non-cash Charges***" means, with respect to any Person, for any period, the aggregate depreciation, depletion, amortization and other non-cash charges, impairments and expenses of such Person and its Restricted Subsidiaries reducing Consolidated Net Income of such Person and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP (excluding any such charges that require an accrual of or a reserve for cash payments for any future period other than accruals or reserves associated with mandatory repurchases of equity securities). For clarification purposes, purchase accounting adjustments with respect to inventory will be included in Consolidated Non-cash Charges.

"***Continuing Directors***" means, as of any date of determination, any member of the Board of Directors of the Company who:

(1) was a member of such Board of Directors on the Issue Date; or

(2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

"***Corporate Trust Office of the Trustee***" shall be at the address of the Trustee specified in Section 13.02 hereof, or such other address as to which the Trustee may give notice to the Company.

"***Credit Facility***" means the Credit Agreement dated as of January 24, 2005, as amended by Amendment No. 7 to the Credit Agreement, dated on or about the Issue Date, among the Company, the lenders party thereto in their capacities as lenders thereunder, Canadian Imperial Bank of Commerce, as administrative agent, Citicorp USA, Inc., as syndication agent, and Bank of America, N.A., National City Bank of Indiana, and Suntrust Bank as co-documentation agents, and any other agent party thereto, together with the related documents thereto (including, without limitation, any guarantee agreements and security documents), and any amendments, supplements, modifications, extensions, replacements, renewals, restatements, refundings or refinancings thereof and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that extend, replace, refund, refinance, renew or defease any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof (provided that such increase in borrowings is permitted under Section 4.09 hereof.

"***Currency Agreement***", with respect to any specified Person, means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect such specified Person against fluctuations in currency values.

"***Custodian***" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03(c) as Custodian with respect to the Notes, and any and all successors thereto appointed as custodian hereunder and having become such pursuant to the applicable provisions of this Indenture.

"***Default***" means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

"***Depositary***" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03(b) hereof as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provisions of this Indenture.

"***Designated Non-cash Consideration***" means any non-cash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Sale that is designated as Designated Non-cash Consideration pursuant to an officers' certificate executed by the principal financial officer and any of the other executive officers of the Company or such Restricted Subsidiary at the time of such Asset Sale. Any particular item of Designated Non-cash Consideration will cease to be considered to be outstanding once it has been sold for cash or Cash Equivalents.

"***Designated Preferred Stock***" means Preferred Stock that is so designated as Designated Preferred Stock pursuant to an officers' certificate executed by the principal financial officer and any of the other executive officers of the Company, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in clause (a)(iii)(B) of Section 4.07 hereof.

"***Designated Senior Debt***" means

(1) Indebtedness under the Credit Facility; and

(2) any other Indebtedness constituting Senior Debt which, at the time of determination, has an aggregate principal amount of at least $25.0 million and is specifically designated in the instrument evidencing such Senior Debt as "Designated Senior Debt" by the Company.

"***Disqualified Capital Stock***" means with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder) or upon the happening of any event:

(1) matures or is mandatorily redeemable (other than redeemable only for Capital Stock of such Person which is not itself Disqualified Stock) pursuant to a sinking fund obligation or otherwise;

(2) is convertible or exchangeable at the option of the holder for Indebtedness or Disqualified Stock; or

(3) is mandatorily redeemable or must be purchased upon the occurrence of certain events or otherwise, in whole or in part;

in each case on or prior to the final maturity date of the notes; *provided*, *however*, that any Capital Stock that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof the right to require such Person to purchase or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring prior to the final maturity date of the notes shall not constitute Disqualified Capital Stock if:

(i) the "asset sale" or "change of control" provisions applicable to such Capital Stock are not more favorable to the holders of such Capital Stock than the terms applicable to the notes and described in Sections 4.10 and 4.13 hereof; and

(ii) any such requirement only becomes operative after compliance with such terms applicable to the notes, including the purchase of any notes tendered pursuant thereto.

The amount of any Disqualified Capital Stock that does not have a fixed redemption, repayment or repurchase price will be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were redeemed, repaid or repurchased on any date on which the amount of such Disqualified Stock is to be determined pursuant to the indenture; *provided*, *however*, that if such Disqualified Capital Stock could not be required to be redeemed, repaid or repurchased at the time of such determination, the redemption, repayment or repurchase price will be the book value of such Disqualified Capital Stock as reflected in the most recent internal financial statements of such Person.

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

"***Equity Offering***" means any offering of Qualified Capital Stock of the Company.

"***ERISA***" means the Employee Retirement Income Security Act of 1974 and all regulations issued pursuant thereto.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

"***Excluded Contribution***" means net cash proceeds, Marketable Securities or Qualified Proceeds received by the Company from:

(1) contributions to its common equity capital, and

(2) the sale (other than to a Subsidiary of the Company or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Company) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of the Company,

in each case designated as Excluded Contributions pursuant to an officers' certificate executed by an executive vice president and the principal financial officer of the Company on the date such capital contributions are made or the date such Capital Stock is sold, as the case may be, which are excluded from the calculation set forth in Section 4.07(a)(iii) hereof.

"***Existing Foreign Credit Facilities***" means that (i) credit agreement, dated as of December 21, 2005, as amended from time to time, by and among Sunbeam Corporation (Canada) Limited, Jarden Corporation, as loan party and guarantor, each of the lenders party thereto from time to time, Canadian Imperial Bank of Commerce, as administrative agent for the lenders , Citicorp USA, Inc., as syndication agent for the lenders and Citigroup Global Markets Inc. and CIBC World Markets Corp., as joint-lead arrangers and joint book running managers and (ii) credit agreement, dated as of December 23, 2005, as amended from time to time, by and among Jarden Acquisition ETVE, S.L., each of the lenders party thereto from time to time, ABN Amro Bank, N.V., Sucursal en España, as agent for the lenders, and Jarden Corporation.

"***Existing Notes***" means the Company's 9 3/4% Senior Subordinated Notes due 2012.

"***fair market value***" means, with respect to any asset or property, the price which could be negotiated in an arm's length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair market value shall be determined by the Board of Directors of the Company acting reasonably and in good faith.

"***Family***" shall mean, with respect to any Person, (i) the current and former spouses of such Person and (ii) the ancestors, siblings and descendants, whether by blood or adoption, of such Person.

"***Foreign Credit Facilities***" means the Existing Foreign Credit Facilities and each other loan or line of credit made available by one or more lenders to a Foreign Restricted Subsidiary pursuant to a local credit facility, together with the related documents thereto (including, without limitation, any guarantee agreements and security documents), and any amendments, supplements, modifications, extensions, replacements, renewals, restatements, refundings or refinancings thereof and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that extend, replace, refund, refinance, renew or defease any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof (provided that such increase in borrowings is permitted under Section 4.09 hereof.

"***Foreign Restricted Subsidiary***" means any Restricted Subsidiary of the Company that is not a Domestic Restricted Subsidiary.

"***GAAP***" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States of America, as in effect as of the Issue Date.

"***Global Note Legend***" means the legend set forth in the form of Note attached hereto as Exhibit A, which is required to be placed on all Global Notes issued under this Indenture.

"***Global Notes***" means the global Notes in the form of Exhibit A hereto issued in accordance with Article 2 hereof.

"***Guarantee***" means:

(1) the guarantee of the notes by Domestic Restricted Subsidiaries of the Company in accordance with the terms of the indenture; and

(2) the guarantee of the notes by any Restricted Subsidiary required under the terms of Section 4.17 hereof.

"***Guarantor***" means any Restricted Subsidiary that incurs a Guarantee; provided that upon the release and discharge of such Restricted Subsidiary from its Guarantee in accordance with the indenture, such Restricted Subsidiary shall cease to be a Guarantor, but, subject to 4.17(c) hereof, will not initially include the following nine Restricted Subsidiaries (the "Immaterial Domestic Subsidiaries"): Alltrista Newco Corporation, Australian Coleman, Inc., Jarden Direct, Inc., Lehigh Consumer Products Corporation, Loew-Cornell, Inc., Nippon Coleman, Inc., Pine Mountain Corporation, Rival Consumer Sales Corporation, and SI II, Inc.

"***Hedging Agreement***" means, with respect to any Person, any agreement with respect to the hedging of price risk associated with the purchase of commodities used in the business of such Person, so long as any such agreement has been entered into in the ordinary course of business and not for purposes of speculation.

"***Holder***" means a Person in whose name a Note is registered.

"***Indebtedness***" means with respect to any Person, at any date of determination, without duplication:

(1) all Obligations of such Person for borrowed money;

(2) all Obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all Capitalized Lease Obligations of such Person;

(4) all Obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all Obligations under any title retention agreement (but excluding trade accounts payable and other accrued liabilities arising in the ordinary course of business);

(5) all Obligations for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction;

(6) guarantees and other contingent obligations in respect of Indebtedness referred to in clauses (1) through (5) above and clause (8) below;

(7) all Obligations of any other Person of the type referred to in clauses (1) through (6) which are secured by any Lien on any property or asset of such Person, the amount of such Obligation being deemed to be the lesser of the fair market value of such property or asset and the amount of the Obligation so secured;

(8) all Obligations under Currency Agreements and Interest Swap Obligations of such Person; and

(9) all Disqualified Capital Stock issued by such Person with the amount of Indebtedness represented by such Disqualified Capital Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any,

if and to the extent any of the preceding items (other than letters or credit) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP.

Notwithstanding the foregoing, the term "Indebtedness" will exclude:

(i) in connection with the purchase by the Company or any Restricted Subsidiary of any business , post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided*, *however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 60 days thereafter;

(ii) any liability for federal, state, local or other taxes;

(iii) worker's compensation claims, self-insurance obligations, performance, surety, appeal and similar bonds and completion guarantees provided in the ordinary course of business;

(iv) obligations arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, provided that such Indebtedness is extinguished within two business days of its Incurrence;

(v) any Indebtedness defeased or called for redemption; and

(vi) the Coleman IRB Bonds and the Coleman IRB Leases to the extent not required to appear as a liability (or, in the case of the Coleman IRB Leases, as a Capitalized Lease Obligation) upon a balance sheet of the specified Person prepared in accordance with GAAP.

For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Capital Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to the indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Capital Stock, such fair market value shall be determined reasonably and in good faith by the Board of Directors of the issuer of such Disqualified Capital Stock. For the purposes of calculating the amount of Indebtedness of a Securitization Entity outstanding as of any date, the face or notional amount of any interest in receivables or equipment that is outstanding as of such date shall be deemed to be Indebtedness of the Securitization Entity but any such interests held by Affiliates of such Securitization Entity shall be excluded for purposes of such calculation.

"***Indirect Participant***" means a Person who holds a beneficial interest in a Global Note through a Participant.

"***Initial Notes***" means $550,000,000 in aggregate principal amount of Notes issued under this Indenture on the date hereof.

"***Interest Payment Dates***" shall have the meaning set forth in paragraph 1 of the Notes.

"***Interest Swap Obligations***" means the obligations of any Person pursuant to any arrangement with any other Person, whereby directly or indirectly, such Person is entitled to receive from time to time periodic payments calculated by applying either a floating or a fixed rate of interest on a stated notional amount in exchange for periodic payments made by such other Person calculated by applying a fixed or a floating rate of interest on the same notional amount and shall include, without limitation, interest rate swaps, options, caps, floors, collars and similar agreements.

"***Investment***" means, with respect to any Person, any direct or indirect loan or other extension of credit (including, without limitation, a guarantee) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by, any Person. "Investment" shall exclude extensions of trade credit by the Company and its Restricted Subsidiaries in accordance with normal trade practices of the Company or such Restricted Subsidiary, as the case may be. Except as otherwise provided herein, the amount of an Investment shall be its fair market value at the time the Investment is made and without giving effect to subsequent changes in its fair market value.

"***Investment Grade Rating***" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or an equivalent rating by any other Rating Agency.

"***Issue Date***" means February 13, 2007.

"***Legal Holiday***" means a Saturday, Sunday or a day on which banking institutions in the city of New York, the city in which the Corporate Trust Office of the Trustee is located or any other place of payment on the Notes are authorized by law, regulation or executive order to remain closed.

"***Lien***" means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

"***Marketable Securities***" means publicly traded debt or equity securities that are listed for trading on a national securities exchange and that were issued by a corporation whose debt securities are rated in one of the three highest rating categories by either S&P or Moody's.

"***Moody's***" means Moody's Investors Service, Inc. or any successor thereto.

"***Net Cash Proceeds***" means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents (other than the portion of any such deferred payment constituting interest) received by the Company or any of its Restricted Subsidiaries from such Asset Sale net of:

(1) reasonable out-of-pocket expenses and fees relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees and sales commissions and title and recording tax expenses);

(2) all Federal, state, provincial, foreign and local taxes required to be accrued as a liability under GAAP, as a consequence of such Asset Sale;

(3) appropriate amounts to be provided by the Company or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP against any liabilities associated with such Asset Sale and retained by the Company or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale;

(4) all distributions and other payments required to be made to minority interest holders in Restricted Subsidiaries as a result of such Asset Sale; and

(5) all payments made on any Indebtedness which is secured by any assets subject to such Asset Sale, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Sale, or by applicable law, be repaid out of the proceeds from such Asset Sale.

"***Obligations***" means all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"***Officer***" means the Chairman of the Board, Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer, the principal accounting officer, the Secretary, any Executive Vice President or any Vice President of the Company.

"***Officers' Certificate***" means a certificate, in form and substance reasonably satisfactory to the Trustee, signed by two Officers of the Company, at least one of whom shall be the principal executive officer, the Treasurer, the principal accounting officer, or principal financial officer of the Company, and delivered to the Trustee.

"***Opinion of Counsel***" means a written opinion from legal counsel. Counsel may be an employee of or counsel to the Company, any subsidiary or the Trustee.

"***Participant***" means, with respect to the Depositary, a Person who has an account with the Depositary.

"***Permitted Business***" means any business (including stock or assets) that derives a majority of its revenues from the business engaged in by the Company and its Restricted Subsidiaries on the Issue Date, any other business in the consumer products industry and/or activities that are reasonably similar, ancillary or related to, or a reasonable extension, development or expansion of, the businesses in which the Company and its Restricted Subsidiaries are engaged on the Issue Date or any business in the consumer products industry.

"***Permitted Holders***" means (i) Martin E. Franklin or Ian Ashken; (ii) any member of the Family of Martin E. Franklin or Ian Ashken; (iii) any conservatorship, custodianship or decedent's estate of any Person specified in the foregoing clauses (i) or (ii); (iv) any trust established for the benefit of any Person specified in the foregoing clauses (i) or (ii); (v) any corporation, limited liability company, partnership or other entity, the controlling equity interests in which are held by or for the benefit of any one or more Person specified in the foregoing clauses (i) or (ii); or (vi) Warburg Pincus Private Equity VIII, L.P. and its Affiliates and any general or limited partners of Warburg Pincus Private Equity VIII, L.P.

"***Permitted Indebtedness***" means, without duplication, each of the following:

(1) Indebtedness under the notes (other than any Additional Notes) and the related Guarantees;

(2) Indebtedness of the Company or any of its Restricted Subsidiaries incurred pursuant to the Credit Facility in an aggregate principal amount at any time outstanding not to exceed $1,650.0 million less:

(A) the aggregate amount of Indebtedness of Securitization Entities at the time outstanding;

(B) the amount of all mandatory principal payments actually made by the Company or any such Restricted Subsidiary since the Issue Date with the Net Cash Proceeds of an Asset Sale in respect of term loans under the Credit Facility (excluding any such payments to the extent refinanced at the time of payment); and

(C) further reduced by any repayments of revolving credit borrowings under the Credit Facility with the Net Cash Proceeds of an Asset Sale that are accompanied by a corresponding commitment reduction thereunder;

provided that the amount of Indebtedness permitted to be incurred pursuant to the Credit Facility in accordance with this clause (2) shall be in addition to any Indebtedness permitted to be incurred pursuant to a Credit Facility in reliance on, and in accordance with, clauses (8), (14), (15) and (17) below;

(3) Indebtedness of a Foreign Restricted Subsidiary (and any guarantees thereof by the Company or any of its Restricted Subsidiaries) incurred pursuant to the Foreign Credit Facilities in an aggregate principal amount at any time outstanding not to exceed $150.0 million;

(4) other indebtedness of the Company and its Restricted Subsidiaries outstanding on the Issue Date reduced by the amount of any scheduled amortization payments or mandatory or voluntary prepayments when actually paid or permanent reductions thereon, including amounts remaining under the Existing Notes on the Issue Date;

(5) Interest Swap Obligations of the Company or any of its Restricted Subsidiaries covering Indebtedness of the Company or any of its Restricted Subsidiaries; provided that any Indebtedness to which any such Interest Swap Obligations correspond is otherwise permitted to be incurred under the indenture; provided, further, that such Interest Swap Obligations are entered into, in the judgment of the Company, to protect the Company or any of its Restricted Subsidiaries from fluctuation in interest rates on its outstanding Indebtedness;

(6) Indebtedness of the Company or any Restricted Subsidiary under Hedging Agreements and Currency Agreements;

(7) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Company and any such Restricted Subsidiaries; *provided*, *however*, that:

(a) if the Company is the obligor on such Indebtedness and the payee is a Restricted Subsidiary that is not a Guarantor, such Indebtedness is expressly subordinated to the prior payment in full in cash of all Obligations with respect to the notes, and

(b)(1) any subsequent issuance or transfer of Capital Stock that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary thereof and

(2) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary thereof (other than by way of granting a Lien permitted under the indenture or in connection with the exercise of remedies by a secured creditor) shall be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (7);

(8) Indebtedness (including Capitalized Lease Obligations) incurred by the Company or any of its Restricted Subsidiaries to finance the purchase, lease or improvement of property (real or personal), plant, or equipment (whether through the direct purchase of assets or the Capital Stock of any person owning such assets) in an aggregate principal amount outstanding not to exceed $50.0 million;

(9) Refinancing Indebtedness (other than Refinancing Indebtedness with respect to Indebtedness incurred pursuant to clause (2) of this definition);

(10) guarantees by the Company and its Restricted Subsidiaries of each other's Indebtedness; provided that such Indebtedness is permitted to be incurred under the Indenture;

(11) Indebtedness arising from agreements of the Company or a Restricted Subsidiary of the Company providing for indemnification, adjustment of purchase price, earn out or other similar obligations, in each case, incurred or assumed in connection with the disposition of any business, assets or a Restricted Subsidiary of the Company, other than guarantees of Indebtedness, incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition; provided that the maximum assumable liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by the Company and its Restricted Subsidiaries in connection with such disposition;

(12) obligations in respect of performance and surety bonds and completion guarantees provided by the Company or any Restricted Subsidiary of the Company in the ordinary course of business;

(13) (i) the incurrence by a Securitization Entity of Indebtedness in a Qualified Securitization Transaction that is non recourse to the Company or any Subsidiary of the Company (except for Standard Securitization Undertakings); and (ii) and the incurrence of Indebtedness in a Qualified Securitization Transaction;

(14) Indebtedness incurred in connection with the acquisition of a Permitted Business; provided that on the date of the incurrence of such Indebtedness, after giving effect to the incurrence thereof and the use of proceeds therefrom, either:

(a) the Company would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Consolidated Fixed Charge Coverage Ratio or

(b) the Consolidated Fixed Charge Coverage Ratio of the Company would be greater than the Consolidated Fixed Charge Coverage Ratio of the Company immediately prior to the incurrence of such Indebtedness;

(15) additional Indebtedness of the Company and its Restricted Subsidiaries (which amount may, but need not, be incurred in whole or in part under a credit facility) in an aggregate principal amount that does not exceed $100.0 million at any one time outstanding;

(16) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five business days of incurrence;

(17) Indebtedness of the Company or any of its Restricted Subsidiaries represented by letters of credit for the account of the Company or such Restricted Subsidiary, as the case may be, issued in the ordinary course of business of the Company or such Restricted Subsidiary, including, without limitation, in order to provide security for workers' compensation claims or payment obligations in connection with self-insurance or similar requirements in the ordinary course of business and other Indebtedness with respect to workers' compensation claims, self-insurance obligations, performance, surety and similar bonds and completion guarantees provided by the Company or any Restricted Subsidiary of the Company in the ordinary course of business; and

(18) loans made to Coleman by the insurers under Coleman's whole life insurance policies; provided, that such loans shall not be permitted unless (x) the amount of each such loan made with respect to a particular whole life insurance policy shall not exceed the cash surrender value of such policy, (y) the proceeds of each such loan shall be used to prepay in full the premiums due to the insurer for such policy and (z) such loan shall be secured by a Lien only on such policy.

For purposes of determining compliance with Section 4.09 hereof, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness described in clauses (1) through (18) above or is entitled to be incurred pursuant to the Consolidated Fixed Charge Coverage Ratio provisions of such covenant, the Company shall, in its sole discretion, divide and classify (or later redivide and reclassify) such item of Indebtedness in any manner that complies with such covenant. Accrual of interest, accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Capital Stock in the form of additional shares of the same class of Disqualified Capital Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Capital Stock for purposes of Section 4.09 hereof.

"***Permitted Investments***" means:

(1) Investments by the Company or any Restricted Subsidiary of the Company in any Restricted Subsidiary of the Company (other than a Restricted Subsidiary of the Company in which an Affiliate of the Company that is not a Restricted Subsidiary of the Company holds a minority interest) (whether existing on the Issue Date or created thereafter) or any other Person (including by means of any transfer of cash or other property) if as a result of such Investment such other Person shall become a Restricted Subsidiary of the Company (other than a Restricted Subsidiary of the Company in which an Affiliate of the Company that is not a Restricted Subsidiary of the Company holds a minority interest) or that will merge with or consolidate into the Company or a Restricted Subsidiary of the Company and Investments in the Company by the Company or any Restricted Subsidiary of the Company;

(2) investments in cash and Cash Equivalents;

(3) loans and advances (including payroll, travel and similar advances) to employees and officers of the Company and its Restricted Subsidiaries for bona fide business purposes incurred in the ordinary course of business or consistent with past practice or to fund such person's purchase of Capital Stock of the Company pursuant to compensatory plans approved by the Board of Directors in good faith;

(4) Currency Agreements, Hedging Agreements and interest swap agreements entered into in the ordinary course of business and otherwise in compliance with the indenture;

(5) Investments in securities of trade creditors or customers received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers or in good faith settlement of delinquent obligations of such trade creditors or customers;

(6) Investments received in compromise or resolution of litigation, arbitration or other disputes with persons who are not Affiliates;

(7) Investments made by the Company or its Restricted Subsidiaries as a result of consideration received in connection with an Asset Sale made in compliance with Section 4.10 hereof;

(8) Investments existing on the Issue Date;

(9) accounts receivable or notes receivable created or acquired in the ordinary course of business;

(10) guarantees by the Company or a Restricted Subsidiary of the Company permitted to be incurred under the indenture;

(11) additional Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (11) that are at that time outstanding, not to exceed the greater of (A) $125.0 million and (B) 3.0% of the Company's Total Assets;

(12) any Investment by the Company or a Subsidiary of the Company in a Securitization Entity or any Investment by a Securitization Entity in any other Person in connection with a Qualified Securitization Transaction; provided that any Investment in a Securitization Entity is in the form of a Purchase Money Note or an equity interest;

(13) purchases or redemptions of the Existing Notes or the Notes;

(14) Investments the payment for which consists exclusively of Qualified Capital Stock of the Company; and

(15) any Investment in any Person to the extent it consists of prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits made in the ordinary course of business.

"***Permitted Junior Securities***" means:

(1) Capital Stock of the Company or any Guarantor of the Notes; or

(2) debt securities that are subordinated to all Senior Debt and debt securities that are issued in exchange for Senior Debt to substantially the same extent as, or to a greater extent than, the Notes and the Guarantees are subordinated to Senior Debt under this Indenture and have a stated maturity after (and

do not provide for scheduled principal payments prior to) the stated maturity of any Senior Debt and any debt securities issued in exchange for Senior Debt; *provided*, *however*, that if such Capital Stock or debt securities are distributed in a bankruptcy or insolvency proceeding, such Capital Stock or debt securities are distributed pursuant to a Plan of reorganization consented to by each class of Designated Senior Debt.

"***Permitted Liens***" means:

(1) Liens in favor of the Company or any Restricted Subsidiary;

(2) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with the Company or any of its Restricted Subsidiaries; provided that such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with the Company or the Restricted Subsidiary;

(3) Liens on property (including Capital Stock) existing at the time of acquisition of the property by the Company or any of its Restricted Subsidiaries, provided that such Liens were in existence prior to the contemplation of such acquisition and do not extend to any property other than that acquired;

(4) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business;

(5) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by clause (8) of the definition of "Permitted Indebtedness" covering only the assets acquired with such Indebtedness;

(6) Liens existing on the Issue Date;

(7) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded, provided that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(8) Liens on (i) the assets of a Securitization Entity securing Indebtedness owing by any Securitization Entity pursuant to any Qualified Securitization Transaction and (ii) any right, title and interest of any originator in any equipment or assets transferred or intended to be transferred by such originator pursuant to the documents entered into in connection with a Qualified Securitization Transaction;

(9) Liens on the property of Foreign Restricted Subsidiaries to secure Indebtedness that is permitted by clause (3) of the definition of "Permitted Indebtedness;"

(10) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(11) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business for amounts which are not overdue for a period of more than 30 days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(12) any pledges or deposits in the ordinary course of business in connection with workers' compensation, employment and unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;

(13) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, or arising as a result of process payments under government contracts to the extent required or imposed by applicable laws, all to the extent incurred in the ordinary course of business;

(14) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the real property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person conducted and proposed to be conducted at such real property;

(15) financing statements with respect to a lessor's rights in and to personal property leased to such Person in the ordinary course of such Person's business;

(16) Liens granted pursuant to the Coleman IRB Documents; provided that such Liens attach only to the property that is financed with the proceeds of the Coleman IRB Bonds;

(17) Liens granted by Coleman on its whole life insurance policies to secure cash surrender value loans; and

(18) Liens granted by a Subsidiary in favor of a licensor under any intellectual property license agreement entered into by such Subsidiary, as licensee, in the ordinary course of such Subsidiary's business; provided that (i) such Liens do not encumber any property other than the intellectual property licensed by such Subsidiary pursuant to the applicable license agreement and the property manufactured or sold by such Subsidiary utilizing such intellectual property and (ii) the value of the property subject to such Liens does not, at any time, exceed $10 million.

"***Permitted Subsidiary Preferred Stock***" means any series of Preferred Stock of a Foreign Restricted Subsidiary that constitutes Qualified Capital Stock, the liquidation value of all series of which, when combined with the aggregate amount of outstanding Indebtedness of the Foreign Restricted Subsidiaries incurred pursuant to clause (3) of the definition of Permitted Indebtedness, does not exceed $25.0 million.

"***Permitted Transaction Payments***" means, without duplication, the following payments: (i) payments at closing to consummate the Transactions; (ii) payments required to defease the Existing Notes in accordance with the terms of the indenture governing those notes and (iii) the payment of fees and expenses relating to the Transactions.

"***Person***" means an individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"***Preferred Stock***" of any Person means any Capital Stock of such Person that has preferential rights to any other Capital Stock of such Person with respect to dividends or redemptions or upon liquidation.

"***Productive Assets***" means assets (including Capital Stock) that are used or usable by the Company and its Restricted Subsidiaries in Permitted Businesses.

"***Purchase Money Note***" means a promissory note of a Securitization Entity evidencing a line of credit, which may be irrevocable, from the Company or any Subsidiary of the Company in connection with a Qualified Securitization Transaction to a Securitization Entity, which note shall be repaid from cash available to the Securitization Entity other than amounts required to be established as reserves pursuant to agreements, amounts paid to investors in respect of interest and principal and amounts paid in connection with the purchase of newly generated receivables.

"***Qualified Capital Stock***" means any Capital Stock that is not Disqualified Capital Stock.

"***Qualified Proceeds***" means assets that are used or useful in, or Capital Stock of any Person engaged in, a Permitted Business; provided that the fair market value of any such assets or Capital Stock shall be determined by the Board of Directors of the Company in good faith.

"***Qualified Securitization Transaction***" means any transaction or series of transactions that may be entered into by the Company or any of its Restricted Subsidiaries pursuant to which the Company or any of its Subsidiaries may sell, convey or otherwise transfer to:

(1) a Securitization Entity (in the case of a transfer by the Company or any of its Restricted Subsidiaries); and

(2) any other Person (in the case of a transfer by a Securitization Entity),

or may grant a security interest in any accounts receivable or equipment (whether now existing or arising or acquired in the future) of the Company or any of its Restricted Subsidiaries, and any assets related thereto including, without limitation, all collateral securing such accounts receivable and equipment, all contracts and contract rights and all guarantees or other obligations in respect of such accounts receivable and equipment, proceeds of such accounts receivable and equipment and other assets (including contract rights) which are customarily transferred or in respect of which security interests are customarily granted in connection with assets securitization transactions involving accounts receivable and equipment.

"***Rating Agencies***" means Moody's and S&P or if Moody's or S&P or both shall not make a rating on the notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company that shall be substituted for Moody's or S&P or both, as the case may be.

"***Refinance***" means, in respect of any security or Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue a security or Indebtedness in exchange or replacement for, such security or Indebtedness in whole or in part. "Refinanced" and "Refinancing" shall have correlative meanings.

"***Refinancing Indebtedness***" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Indebtedness of the Company or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided that:

(1) the principal amount (or accreted value, if applicable) of such Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all Required Premiums and expenses incurred in connection therewith); and

(2) in the case of Indebtedness other than Senior Debt, such Refinancing Indebtedness has a final maturity date the same as or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"***Regular Record Date***" for the interest payable on any Interest Payment Date means the applicable date specified as a "Record Date" on the face of the Note.

"***Representative***" means the indenture trustee or other trustee, agent or representative in respect of any Designated Senior Debt; provided that if, and for so long as, any Designated Senior Debt lacks such a representative, then the Representative for such Designated Senior Debt shall at all times constitute the holders of a majority in outstanding principal amount of such Designated Senior Debt in respect of any Designated Senior Debt.

"***Responsible Officer***," when used with respect to the Trustee, means any officer within the Corporate Trust Department of the Trustee (or any successor group of the Trustee) with direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

"***Restricted Subsidiary***" of any Person means any Subsidiary of such Person which at the time of determination is not an Unrestricted Subsidiary.

"***S&P***" means Standard & Poor's, a division of the McGraw-Hill Companies, Inc., or any successor thereto.

"***Sale and Leaseback Transaction***" means any direct or indirect arrangement with any Person or to which any such Person is a party providing for the leasing to the Company or a Restricted Subsidiary of any property, whether owned by the Company or any Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by the Company or such Restricted Subsidiary to such Person or to any other Person from whom funds have been or are to be advanced by such Person on the security of such property.

"***SEC***" means the U.S. Securities and Exchange Commission.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Securitization Entity***" means a Wholly Owned Subsidiary of the Company (or another Person in which the Company or any Subsidiary of the Company makes an Investment and to which the Company or any Subsidiary of the Company transfers accounts receivable or equipment and related assets) which engages in no activities other than in connection with the financing of accounts receivable or equipment and which is designated by the Board of Directors of the Company (as provided below) as a Securitization Entity:

(1) no portion of the Indebtedness or any other Obligations (contingent or otherwise) of which:

(a) is guaranteed by the Company or any Restricted Subsidiary of the Company (excluding guarantees of Obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings);

(b) is recourse to or obligates the Company or any Restricted Subsidiary of the Company in any way other than pursuant to Standard Securitization Undertakings; or

(c) subjects any property or asset of the Company or any Restricted Subsidiary of the Company, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(2) with which neither the Company nor any Restricted Subsidiary of the Company has any material contract, agreement, arrangement or understanding other than on terms no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Company, other than fees payable in the ordinary course of business in connection with servicing receivables of such entity other than pursuant to Standard Securitization Undertakings; and

(3) to which neither the Company nor any Restricted Subsidiary of the Company has any obligations to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results other than pursuant to Standard Securitization Undertakings.

Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by filing with the Trustee a certified copy of the Board Resolution of the Company giving effect to such designation and an officers' certificate certifying that such designation complied with foregoing conditions.

"***Senior Debt***" means the principal of, premium, if any, and interest (including any interest accruing subsequent to the filing of a petition of bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable law) on any Indebtedness of the Company or any Guarantor, whether outstanding on the Issue Date or thereafter created, incurred or assumed, unless, in the case of any particular Indebtedness, the instrument creating or evidencing the same or pursuant to which the same is outstanding expressly provides that such Indebtedness shall be subordinate or *pari passu* in right of payment to the notes or the Guarantees, as the case may be. Without limiting the generality of the foregoing, "Senior Debt" shall also include the principal of, premium, if any, interest (including any interest accruing subsequent to the filing of a petition of bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable law) on, and all other amounts owing in respect of:

(x) all monetary obligations of every nature of the Company or any Guarantor under the Credit Facility and the Foreign Credit Facilities, including, without limitation, obligations to pay principal and interest, reimbursement obligations under letters of credit, fees, expenses and indemnities;

(y) all Interest Swap Obligations (and guarantees thereof); and

(z) all obligations (and guarantees thereof) under Currency Agreements and Hedging Agreements, in each case whether outstanding on the Issue Date or thereafter incurred.

Notwithstanding the foregoing, "Senior Debt" shall not include:

(i) any Indebtedness of the Company or a Guarantor owed to the Company or to a Subsidiary of the Company;

(ii) any Indebtedness of the Company or any Guarantor owed to, or guaranteed by the Company or any Guarantor on behalf of, any shareholder, director, officer or employee of the Company or any Subsidiary of the Company (including, without limitation, amounts owed for compensation) other than a shareholder who is also a lender (or an Affiliate of a lender) under the Credit Facility;

(iii) any amounts payable or other liability to trade creditors (including guarantees thereof or instruments evidencing such liabilities but excluding secured purchase money obligations);

(iv) Indebtedness represented by Disqualified Capital Stock;

(v) any liability for Federal, state, local or other taxes owed or owing by the Company or any of the Guarantors;

(vi) that portion of any Indebtedness incurred in violation of the indenture provisions set forth in Section 4.09 hereof (but, as to any such obligation, no such violation shall be deemed to exist for purposes of this clause (vi) if the holder(s) of such obligation or their representative and the Trustee shall have received an officers' certificate of the Company to the effect that the incurrence of such Indebtedness does not (or in the case of revolving credit indebtedness, that the incurrence of the entire committed amount thereof at the date on which the initial borrowing thereunder is made would not) violate such provisions of the indenture);

(vii) Indebtedness which, when incurred and without respect to any election under Section 1111(b) of Title 11, United States Code, is without recourse to the Company or any of the Guarantors, as applicable; and

(viii) any Indebtedness which is, by its express terms, Senior Subordinated Debt or subordinated in right of payment to any other Indebtedness of the Company or any of the Guarantors.

"***Senior Subordinated Debt***" means with respect to a Person, the notes (in the case of the Company), a Guarantee (in the case of a Guarantor) and any other Indebtedness of such Person that specifically provides that such Indebtedness is to rank *pari passu* with the notes or such Guarantee, as the case may be, in right of payment and is not subordinated by its terms in right of payment to any Indebtedness or other obligation of such Person which is not Senior Debt of such Person.

"***Significant Subsidiary***" with respect to any Person, means any Restricted Subsidiary of such Person that satisfies the criteria for a "significant subsidiary" set forth in Rule 1-02(w) of Regulation S-X under the Securities Act.

"***Standard Securitization Undertakings***" means representations, warranties, covenants and indemnities entered into by the Company or any subsidiary of the Company which are reasonably customary, as determined in good faith by the Board of Directors of the Company, in an accounts receivable or equipment transaction.

"***Stated Maturity***" means, with respect to any installment of interest or principal (including any sinking fund payment) on any series of Indebtedness, the date on which payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for their payment.

"***Subordinated Indebtedness***" means any Indebtedness of the Company or a Restricted Subsidiary if the instrument creating or evidencing such Indebtedness or pursuant to which such Indebtedness is outstanding expressly provides that such Indebtedness is subordinated or junior in right of payment to the notes or the Guarantee of such Restricted Subsidiary, as the case may be.

"***Subsidiary***" with respect to any Person, means:

(i) any corporation of which the outstanding Capital Stock having at least a majority of the votes entitled to be cast in the election of directors under ordinary circumstances shall at the time be owned, directly or indirectly by such Person; or

(ii) any other Person of which at least a majority of the voting interest under ordinary circumstances is at the time, directly or indirectly, owned by such Person.

"***TIA***" means the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) and the rules and regulations thereunder as in effect on the date which this Indenture is qualified under the TIA.

"***Total Assets***" means, as of any date, the total consolidated assets of the Company and its Restricted Subsidiaries, as set forth on the Company's most recently available internal consolidated balance sheet as of such date.

"***Transactions***" means the offering of the notes being offered hereby and issued on the Issue Date, the tender offer for the Existing Notes, and the repayment of Indebtedness of the Company with the proceeds of such borrowings and issuance of the notes (including the tender offer).

"***Unrestricted Subsidiary***" of any Person means:

(1) any Subsidiary of such Person that at the time of determination shall be or continue to be designated an Unrestricted Subsidiary by the Board of Directors of such Person in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Company may designate any Subsidiary (including any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary owns any Capital Stock of, or owns or holds any Lien on any property of, the Company or any other Subsidiary of the Company that is not a Subsidiary of the Subsidiary to be so designated or another Unrestricted Subsidiary; *provided* that:

(1) the Company certifies to the Trustee that such designation complies with Section 4.07 hereof; and

(2) each Subsidiary to be so designated and each of its Subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of the Company or any of its Restricted Subsidiaries.

The Board of Directors of the Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary only if (x) immediately after giving effect to such designation, the Company is able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with Section 4.09 hereof and (y) immediately before and immediately after giving effect to such designation, no Default or Event of Default shall have occurred and be continuing. Any such designation by the Board of Directors of the Company shall be evidenced by a Board Resolution giving effect to such designation and an officers' certificate certifying that such designation complied with the foregoing provisions.

Actions taken by an Unrestricted Subsidiary will not be deemed to have been taken, directly or indirectly, by the Company or any Restricted Subsidiary.

"***U.S. Government Securities***" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"***Weighted Average Life to Maturity***" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the then outstanding aggregate principal amount of such Indebtedness; into

(2) the sum of the total of the products obtained by multiplying;

(a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof; by

(b) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

"***Wholly Owned Subsidiary***" of any Person means any Subsidiary of such Person of which all the outstanding voting securities (other than in the case of a Restricted Subsidiary that is incorporated in a jurisdiction other than a State in the United States of America or the District of Columbia, directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) are owned by such Person or any Wholly Owned Subsidiary of such Person.

SECTION 1.03. Other Definitions

Term	Defined in Section
Acceleration Notice	6.02
Affiliate Transaction	4.11
Asset Sale Offer	4.10
Asset Sale Offer Amount	4.10
Asset Sale Offer Payment Date	4.10
Asset Sale Offer Trigger Date	4.10
Authentication Order	2.02(d)
Blockage Notice	10.03, 12.03
Change of Control Offer	4.13
Change of Control Payment Date	4.13
Company	Preamble
Covenant Defeasance	8.03
Covenant Suspension Event	4.19
DTC	2.03(b)
Events of Default	6.01
Guaranteed Obligations	11.01
Incur	4.09
Legal Defeasance	8.02
Notes	Preamble

Term	Defined in Section
Offer to Purchase	3.09(a)
Offer Period	3.09(b)
Offer Amount	3.09(b)
pay its Guarantee	12.03
pay the Notes	10.03
Paying Agent	2.03(a)
Payment Blockage Period	10.03, 12.03
Payment Default	10.03, 12.03
Purchase Date	3.09(b)
Reference Date	4.07(i)(A)
Redemption Date	2.08(d)
Registrar	2.03(a)
Restricted Payment	4.07
Reversion Date	4.19(a)
Surviving Entity	5.01(a)(i)
Suspended Covenants	4.19(a)
Suspension Date	4.19(a)
Suspension Period	4.19(a)
Trustee	Preamble

SECTION 1.04. Incorporation by Reference of Trust Indenture Act

(a) Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

(b) The following TIA terms used in this Indenture have the following meanings:

“indenture securities” means the Notes and the Guarantees;

“indenture security holder” means a Holder;

“indenture to be qualified” means this Indenture;

“indenture trustee” or “institutional trustee” means the Trustee; and

“obligor” on the Notes means the Company and any successor obligor upon the Notes.

(c) All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA and not otherwise defined herein have the meanings so assigned to them either in the TIA, by another statute or SEC rule, as applicable.

SECTION 1.05. Rules of Construction

(a) Unless the context otherwise requires:

(i) a term has the meaning assigned to it;

(ii) an accounting term not otherwise defined herein has the meaning assigned to it in accordance with GAAP;

(iii) “or” is not exclusive;

(iv) words in the singular include the plural, and in the plural include the singular;

(v) all references in this instrument to “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed;

(vi) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(vii) “including” means “including without limitation;”

(viii) provisions apply to successive events and transactions; and

(ix) references to sections of or rules under the Securities Act, the Exchange Act or the TIA shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time thereunder.

ARTICLE 2 THE NOTES

Pursuant to Section 201 of the Base Indenture, the provisions of this Article 2 establish the form of the Notes under this First Supplemental Indenture, and to the extent that any provisions of this Article 2 are duplicative, or in contradiction with, the Base Indenture, the provisions of this Article 2 shall govern the Notes.

SECTION 2.01. Form and Dating.

(a) General. The Notes and the Trustee’s certificate of authentication shall be substantially in the form of Exhibit A hereto, which is hereby incorporated in and expressly made part of this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage in addition to those set forth on Exhibit A. Each Note shall be dated the date of its authentication. The Notes shall be in denominations of $1,000 and integral multiples thereof. The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Company, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(b) Book-Entry Provisions. This Section 2.01(b) shall only apply to Global Notes deposited with the Trustee, as custodian for the Depositary. Participants and Indirect Participants shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depositary or by the Trustee as the custodian for the Depositary or under such Global Note, and the Depositary shall be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Participants or Indirect Participants, the Applicable Procedures or the operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Note.

(c) Certificated Notes. Except as otherwise provided herein, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes.

For greater certainty, the provisions of this Section 2.01(c) are subject to the requirements relating to notations, legends or endorsements on Notes required by law, stock exchange rule, or agreements to which any the Company is subject, if any.

SECTION 2.02. Execution and Authentication.

(a) One Officer shall sign the Notes for the Company by manual or facsimile signature.

(b) If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

(c) A Note shall not be valid until authenticated by the manual signature of the Trustee. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

(d) The Trustee shall, upon a written order of the Company signed by one Officer (an "***Authentication Order***"), authenticate Notes for original issue.

(e) The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. Unless otherwise provided in the appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Company or any of their respective Subsidiaries.

SECTION 2.03. Registrar and Paying Agent.

(a) The Company shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange ("***Registrar***") and an office or agency where Notes may be presented for payment ("***Paying Agent***"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company shall notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Company fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

(b) The Company initially appoints The Depository Trust Company ("***DTC***") to act as Depositary with respect to the Global Notes.

(c) The Company initially appoints the Trustee to act as the Registrar and Paying Agent and to act as Custodian with respect to the Global Notes, and the Trustee hereby initially agrees so to act.

SECTION 2.04. Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of the Holders or the Trustee all money held by the Paying Agent for the payment of principal, premium, if any, or interest on the Notes, and shall notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Subsidiary) shall have no further liability for the money. If the Company or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Company, the Trustee shall serve as Paying Agent for the Notes.

SECTION 2.05. Holder Lists

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA Section 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least seven Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date or such shorter time as the Trustee may allow, as the Trustee may reasonably require of the names and addresses of the Holders, and the Company shall otherwise comply with TIA Section 312(a).

Holders may communicate pursuant to TIA Section 312(b) with other Holders with respect to their rights under this Indenture or under the Notes. The Company, the Trustee, the Registrar and any other Person shall have the protection of TIA Section 312(c).

SECTION 2.06. Transfer and Exchange

(a) Transfer and Exchange of Certificated Notes. When Certificated Notes are presented to the Registrar with a request:

(1) to register the transfer of such Certificated Notes; or

(2) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided*, *however*, that the Certificated Notes surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing;

(b) Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note. A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with written instructions directing the Trustee to make, or to direct the Custodian to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the

Global Note, then the Trustee shall cancel such Certificated Note and cause, or direct the Custodian to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Custodian, the aggregate principal amount of Notes represented by the Global Note to be increased accordingly. If no Global Notes are then outstanding, the Company shall issue and the Trustee shall authenticate, upon written order of the Company in the form of an Officers' Certificate from the Company, a new Global Note in the appropriate principal amount.

(c) Transfer and Exchange of Global Notes. The transfer and exchange of Global Notes or beneficial interests therein shall be effected through the Depositary, in accordance with this Indenture (including applicable restrictions on transfer set forth herein, if any) and the procedures of the Depositary therefor.

(d) Restrictions on Transfer and Exchange of Global Notes. Notwithstanding any other provisions of this Indenture (other than the provisions set forth in subsection (e) of this Section 2.06), a Global Note may not be transferred as a whole except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(e) Authentication in Absence of Depositary. If at any time:

(1) the Company delivers to the Trustee notice from the Depositary that it is unwilling or unable to continue to act as Depositary or that it is no longer a clearing agency registered under the Exchange Act and, in either case, a successor Depositary is not appointed by the Company within 120 days after the date of such notice from the Depositary;

(2) the Company in its sole discretion determines that the Global Notes (in whole but not in part) should be exchanged for Certificated Notes and delivers a written notice to such effect to the Trustee; or

(3) there has occurred and is continuing a Default or Event of Default with respect to the Notes and beneficial owners holding interests representing an aggregate principal amount of at least 51% of such Notes represented by Global Notes advise the Trustee in writing that the continuation of a book-entry system through the Depositary is no longer in such owner's best interests.

then the Company will execute, and the Trustee, upon receipt of an Officers' Certificate requesting the authentication and delivery of Certificated Notes to the Persons designated by the Company, will authenticate and deliver Certificated Notes, in an aggregate principal amount equal to the principal amount of Global Notes, in exchange for such Global Notes.

(f) Cancellation and/or Adjustment of Global Note. At such time as all beneficial interests in a Global Note have either been exchanged for Certificated Notes, redeemed, repurchased or canceled, such Global Note shall be returned to the Depositary for cancellation or retained and canceled by the Trustee. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for Certificated Notes, redeemed, repurchased or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made on the books and records of the Trustee (if it is then the Custodian for such Global Note) with respect to such Global Note, by the Trustee or the Custodian, to reflect such reduction.

(g) Obligations with Respect to Transfers and Exchanges of Notes.

(1) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate Certificated Notes and Global Notes at the Registrar's request.

(2) No service charge shall be made for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith.

(3) The Registrar shall not be required to register the transfer of or exchange of (a) any Note selected for redemption in whole or in part pursuant to Article 3, except the unredeemed portion of any Note being redeemed in part, or (b) any Note for a period beginning 15 Business Days before the mailing of a notice of an offer to repurchase or redeem Notes or 15 Business Days before an Interest Payment Date (whether or not an Interest Payment Date or other date determined for the payment of interest), and ending on such mailing date or Interest Payment Date, as the case may be.

(4) Prior to the due presentation for registration of transfer of any Note, the Company, the Trustee, the Paying Agent or the Registrar may deem and treat the person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Company, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

(5) All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

(h) No Obligation of the Trustee.

(1) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depositary or other Person with respect to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depositary) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes shall be given or made only to or upon the order of the registered Holders (which shall be the Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note in global form shall be exercised only through the Depositary subject to the applicable rules and procedures of the Depositary. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners.

(2) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including without limitation any transfers between or among Depositary participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 2.07. Replacement Notes.

If any mutilated Note is surrendered to the Trustee or the Company and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Company shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Company, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Company may charge for its expenses in replacing a Note.

In case any such mutilated, destroyed, lost or stolen Note had become or is about to become due and payable, the Company, in its discretion, may, instead of issuing a new Note, pay such Note, upon satisfaction of the conditions set forth in the preceding paragraph.

Every replacement Note is an additional obligation of the Company and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

The provisions of this Section 2.07 are exclusive and shall preclude (to the extent lawful) all other rights and remedies of any Holder with respect to the replacement or payment of mutilated, destroyed, lost or stolen Note.

SECTION 2.08. Outstanding Notes.

(a) The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section 2.08 as not outstanding. Except as set forth in Section 3.09 hereof, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note; however, Notes held by the Company or a Subsidiary of the Company shall not be deemed to be outstanding for purposes of Section 2.08(b) hereof.

(b) If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced note is held by a bona fide purchaser.

(c) If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

(d) If the Paying Agent (other than the Company, a Subsidiary or an Affiliate of any thereof) segregates and holds in trust, in accordance with this Indenture, on a date of redemption (a "***Redemption Date***") or maturity date, money sufficient to pay all principal, premium, if any, and interest payable on that date with respect to the Notes payable on that date, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

SECTION 2.09. Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, amendment, supplement, waiver or consent, Notes owned by the Company, or by any Affiliate of the Company, shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, amendment, supplement, waiver or consent, only Notes that the Trustee knows are so owned shall be so disregarded.

SECTION 2.10. Temporary Notes.

Until certificates representing Notes are ready for delivery, the Company may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of Certificated Notes but may have variations that the Company considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate Certificated Notes in exchange for temporary Notes.

Holders of temporary Notes shall be entitled to all of the benefits of this Indenture.

SECTION 2.11. Cancellation.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee, or at the direction of the Trustee, the Registrar or the Paying Agent, upon direction by the Company and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall dispose of such cancelled Notes in accordance with its customary procedures (subject to the record retention requirements of the Exchange Act). Certification of the destruction of all cancelled Notes shall be delivered to the Company from time to time upon written request. The Company may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

SECTION 2.12. CUSIP or ISIN Numbers.

The Company in issuing the Notes may use “CUSIP” or “ISIN” numbers (if then generally in use), and, if so, the Trustee shall use “CUSIP” or “ISIN” numbers in notices of redemption as a convenience to Holders; provided, however, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee of any change in the “CUSIP” or “ISIN” numbers.

SECTION 2.13. Additional Notes

The Company shall be entitled, subject to its compliance with Section 4.09 hereof, to issue Additional Notes under this Indenture in an unlimited aggregate principal amount which shall have identical terms as the Initial Notes, other than with respect to the date of issuance and issue price and first payment of interest. The Initial Notes and any Additional Notes shall be treated as a single class for all purposes under this Indenture, including without limitation, waivers, amendments, redemptions and offers to purchase.

With respect to any Additional Notes, the Company shall set forth in a resolution of its Board of Directors and an Officers’ Certificate, a copy of each which shall be delivered to the Trustee, the following information:

(a) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture; and

(b) the issue price, the issue date and the CUSIP number(s) of such Additional Notes; provided, however, that no Additional Notes may be issued at a price that would cause such Additional Notes to have "original issue discount" within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

SECTION 2.14. Parity with the Existing Notes Issued or Issuable Under 2002 Indenture.

Notwithstanding anything to the contrary contained in any provision of this Indenture or any Notes issued hereunder on the date hereof, the Notes issued under this Indenture on the date hereof shall rank in parity in all respects to the Existing Notes issued or issuable under the 2002 Indenture.

ARTICLE 3 REDEMPTION AND PREPAYMENT

SECTION 3.01. Notices to Trustee.

If the Company elects to redeem Notes pursuant to the optional redemption provisions of Section 3.07 hereof and paragraph 5 of the Notes, it shall furnish to the Trustee an Officers' Certificate setting forth (i) the Section of this Indenture pursuant to which the redemption shall occur, (ii) the Redemption Date, (iii) the principal amount of Notes to be redeemed, and (iv) the redemption price. If the Company elects to redeem Notes pursuant to the provisions of Section 3.07 hereof and paragraph 5 of the Notes, it shall furnish such Officers' Certificate to the Trustee at least 30 days but not more than 60 days before a Redemption Date unless a shorter notice shall be reasonably satisfactory to the Trustee. Each Officers' Certificate shall be accompanied by an Opinion of Counsel from the Company to the effect that such redemption will comply with the conditions herein. Any such notice may be cancelled at any time prior to notice of such redemption being mailed to any Holder and shall, therefore, be void and of no effect.

SECTION 3.02. Selection of Notes to be Redeemed.

If less than all of the Notes are to be redeemed or purchased in an offer to purchase at any time, the Trustee shall select the Notes to be redeemed or purchased, (i) if the Notes are listed, in compliance with the requirements of the principal national securities exchange on which the Notes are listed, or (ii) if the Notes are not so listed, on a pro rata basis, by lot or by such method as the Trustee shall deem fair and appropriate. In the event of partial redemption, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the Redemption Date by the Trustee from the outstanding Notes not previously called for redemption.

The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of Notes selected shall be in amounts of $1,000 or whole multiples of $1,000; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

SECTION 3.03. Notice of Redemption.

Subject to the provisions of Section 3.09 hereof, at least 30 days but not more than 60 days before a Redemption Date, the Company shall mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address.

The notice shall identify the Notes to be redeemed (including the CUSIP or ISIN number) and shall state:

(a) the Redemption Date;

(b) the redemption price;

(c) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the Redemption Date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion shall be issued upon cancellation of the original Note;

(d) the name and address of the Paying Agent;

(e) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(f) that, unless the Company defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the Redemption Date;

(g) the paragraph of the Notes and Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and

(h) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense, *provided*, *however*, that the Company gives the Trustee at least 3 Business Days prior notice of such request. Any redemption and notice thereof may, in the Company's discretion, be subject to the satisfaction of one or more conditions precedent.

SECTION 3.04. Effect of Notice Upon Redemption.

Once notice of redemption is mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the Redemption Date at the redemption price stated in the notice. Upon surrender to the Paying Agent, such Notes shall be paid at the redemption price stated in the notice, plus accrued interest to the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on the related Interest Payment Date). Failure to give notice or any defect in the notice to any Holder shall not affect the validity of the notice to any other Holder.

SECTION 3.05. Deposit of Redemption Price.

On or before 11:00 a.m. Eastern Time on any Redemption Date, the Company shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued interest on all Notes (or portions of Notes) to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the redemption price of, and accrued interest on, all Notes to be redeemed.

If the Company complies with the provisions of the preceding paragraph, on and after the Redemption Date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption, whether or not such Notes are presented for payment. If a Note is redeemed on or after a Regular Record Date but on or prior to the related Interest Payment Date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such Regular Record Date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Company to comply with the preceding paragraph, interest shall be paid on the unpaid principal from the Redemption Date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

SECTION 3.06. Notes Redeemed in Part.

Upon surrender of a Note that is redeemed in part, the Company shall issue and, upon the Company's written request, the Trustee shall authenticate for the Holder at the expense of the Company a new Note equal in principal amount to the unredeemed portion of the Note surrendered.

SECTION 3.07. Optional Redemption

Except as set forth in subparagraphs (a), (b) and (c) below, the Notes are not redeemable before May 1, 2012.

(a) At any time prior to May 1, 2012, the Company may redeem all or part of the Notes (which includes Additional Notes, if any), at a redemption price equal to 100% of the principal amount of Notes redeemed plus the Applicable Premium, as of, and accrued and unpaid interest, if any, to, but not including, the Redemption Date, subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date.

(b) On or after May 1, 2012, the Company may redeem all or a part of the Notes, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, thereon to the applicable Redemption Date, if redeemed during the twelve-month period beginning on May 1 of the years indicated below:

Year	Percentage
2012	103.750%
2013	102.500%
2014	101.250%
2015 and thereafter	100.000%

(c) Notwithstanding the provisions of subparagraphs (a) and (b) of this Section 3.07, at any time prior to May 1, 2010, the Company may on any one or more occasions redeem up to 35% of the aggregate principal amount of Notes issued under this Indenture (which includes the Additional Notes, if any) at a redemption price of 107.5% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date, with the net cash proceeds of one or more Equity Offerings; provided, that:

(1) at least 65% of the aggregate principal amount of Notes issued under this Indenture (which includes the Additional Notes, if any) remains outstanding immediately after the occurrence of such redemption (excluding Notes held, directly or indirectly, by the Company and its Subsidiaries); and

(2) the redemption must occur within 90 days of the date of the closing of any such Equity Offering.

Notice of any redemption upon an Equity Offering may be given prior to the completion of the related Equity Offering, and any such redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to completion of the related Equity Offering.

(d) Any prepayment pursuant to this Section 3.07 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

SECTION 3.08. Mandatory Redemption

Except as set forth in Section 4.10 and 4.13 hereof, the Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

SECTION 3.09. Offer to Purchase.

(a) In the event that, pursuant to Section 4.10 or 4.13 hereof, the Company shall be required to commence an offer to all Holders to purchase Notes and, at the Company's option, holders of other *pari passu* Indebtedness (each an "***Offer to Purchase***"), it shall follow the procedures specified below.

(b) The Offer to Purchase shall remain open for a period of 20 Business Days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the "***Offer Period***"). No later than five Business Days after the termination of the Offer Period (the "***Purchase Date***"), the Company shall purchase the principal amount of Notes required to be purchased pursuant to Section 4.10 or 4.13 hereof (the "***Offer Amount***") or, if less than the Offer Amount has been tendered, all Notes tendered in response to the Offer to Purchase. Payment for any Notes so purchased shall be made in the same manner as interest payments are made.

If the Purchase Date is on or after a Regular Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest shall be paid to the Person in whose name a Note is registered at the close of business on such Regular Record Date, and no additional interest shall be payable to Holders who tender Notes pursuant to the Offer to Purchase.

Upon the commencement of the Offer to Purchase, the Company shall send, by first class mail, a notice to each of the Holders, which shall not be later than 10 days after the Company becomes obligated to make an Offer to Purchase with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Offer to Purchase. The Offer to Purchase shall be made to all Holders. The notice, which shall govern the terms of the Offer to Purchase, shall state:

(1) that the Offer to Purchase is being made pursuant to this Section 3.09 and Section 4.10 or 4.13 hereof, as the case may be, and the length of time the Offer to Purchase shall remain open;

(2) the Offer Amount (including information as to any other *pari passu* Indebtedness included in the Offer to Purchase), the purchase price and the Purchase Date;

(3) that any Note not tendered or accepted for payment shall continue to accrete or accrue interest;

(4) that, unless the Company defaults in making such payment, any Note accepted for payment pursuant to the Offer to Purchase shall cease to accrue interest after the Purchase Date;

(5) that Holders electing to have a Note purchased pursuant to an Offer to Purchase may only elect to have all of such Note purchased and may not elect to have only a portion of such Note purchased;

(6) that Holders electing to have a Note purchased pursuant to any Offer to Purchase shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, or transfer by book-entry transfer, to the Company, a Depositary, if appointed by the Company, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(7) that Holders shall be entitled to withdraw their election if the Company, the Depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(8) that, in the case of an Offer to Purchase, if the aggregate principal amount of Notes tendered by Holders into an Offer to Purchase exceeds the Offer Amount, the Trustee shall select the Notes to be purchased (i) if the Notes are listed, in compliance with the requirements of the principal national securities exchange on which the Notes are then listed or (ii) if the Notes are not so listed, on a pro rata basis, by lot or by such method as the Trustee shall deem fair and appropriate (with such adjustments as may be deemed appropriate by the Company so that only Notes in denominations of $1,000, or integral multiples thereof, shall be purchased); and

(9) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

In the case of an Offer to Purchase, no later than the date upon which written notice of an Offer to Purchase is delivered to the Trustee as provided above, the Company shall deliver to the Trustee an Officers' Certificate as to the allocation of the Net Proceeds from the Asset Sale pursuant to which such Offer to Purchase is being made and the compliance of such allocation with the provisions of Section 4.10. On such date, the Company shall deposit with the Trustee or with the Paying Agent an amount equal to the Offer Amount to be held for payment in accordance with the provisions of this Section.

On or before the Purchase Date, the Company shall, to the extent lawful, accept for payment, in accordance with clause (8) above, the Offer Amount of Notes or portions thereof tendered pursuant to the Offer to Purchase, or if less than the Offer Amount has been tendered, all Notes tendered, and shall deliver to the Trustee an Officers' Certificate stating that such Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this Section 3.09. The Company, the Depositary or the Paying Agent, as the case may be, shall promptly (but in any case not later than five days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes tendered by such Holder and accepted by the Company for purchase, and the Company shall promptly issue a new Note, and the Trustee, upon written request from the Company shall

authenticate and mail or deliver such new Note to such Holder, in a principal amount equal to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Company to the Holder thereof. The Company shall publicly announce the results of the Offer to Purchase on the Purchase Date.

Other than as specifically provided in this Section 3.09, any purchase pursuant to this Section 3.09 shall be made pursuant to the provisions of Section 3.01 through 3.06 hereof.

ARTICLE 4 COVENANTS

SECTION 4.01. Payment of Notes.

The Company shall pay or cause to be paid the principal of, premium, if any, interest on, the Notes on the dates and in the manner provided in the Notes and in this Indenture. Principal, premium, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than the Company or a Subsidiary thereof, holds as of 11:00 a.m. Eastern Time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due and the Paying Agent is not prohibited from paying such money to the Holders on that date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 4.02. Maintenance of Office or Agency.

(a) The Company shall maintain an office or agency (which may be an office or drop facility of the Trustee or an affiliate of the Trustee or Registrar) where Notes may be presented or surrendered for registration of transfer or for exchange and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

(b) The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

(c) The Company hereby designates the Corporate Trust Office of the Trustee, as one such office, drop facility or agency of the Company in accordance with Section 4.02(a).

SECTION 4.03. Reports.

(a) Whether or not required by the rules and regulations of the SEC, so long as any Notes are outstanding, the Company will furnish to the Holders of Notes (i) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Company were required to file such forms, including a “Management’s Discussion and Analysis of Financial Condition and Results of Operations” that describes the financial condition and results of operations of the Company and its consolidated Subsidiaries and, with respect to the annual information only, a report thereon by the Company’s certified independent accountants, and (ii) all current information that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports, in each case, within the time periods specified in the SEC’s rules and

regulations. For so long as the Notes are outstanding, the Company shall file a copy of all such information and reports with the SEC for public availability within the time periods specified in the SEC's rules and regulations (unless the SEC will not accept such a filing) and make such information available to securities analysts and prospective investors.

(b) The Company shall at all times comply with TIA § 314(a).

(c) For so long as any Notes remain outstanding, the Company shall furnish to the Holders and to securities analysts and prospective investors, upon their request, all information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(d) Should the Company deliver to the Trustee any such information, reports or certificates or any annual reports, information, documents and other reports pursuant to TIA § 314(a), delivery of such information, reports or certificates or any annual reports, information, documents and other reports to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

Each report required to be delivered pursuant to the Indenture shall be deemed to have been delivered on the date on which the Company posts such document on its website at www.jarden.com, or when such document is posted on the SEC's website at www.sec.gov or on an Approved Electronic Communications Platform; *provided*, that the Company shall deliver paper copies of all such documents to the Trustee or any Holder that requests the Company to deliver such paper copies until a request to cease delivering paper copies is given by the Trustee or such Holder.

SECTION 4.04. Compliance Certificate.

(a) The Company and each Guarantor shall deliver to the Trustee, within 90 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Company has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Company is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action the Company is taking or proposes to take with respect thereto. For the purposes of this paragraph, such compliance shall be determined without regard to any grace period or requirement of notice provided under this Indenture. The Company shall also comply with TIA Section 314(a)(4).

(b) The Company shall, so long as any of the Notes are outstanding, deliver to the Trustee, forthwith and in any event within five Business Days upon any Officer becoming aware of any Default or Event of Default or an event which, with notice or the lapse of time or both, would constitute an Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

SECTION 4.05. [Reserved].

SECTION 4.06. [Reserved].

SECTION 4.07. Restricted Payments.

(a) The Company shall not, and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any distribution on or in respect of shares of the Company or any Restricted Subsidiary's Capital Stock to holders of such Capital Stock (other than dividends or distributions payable in Qualified Capital Stock of the Company and dividends or distributions payable to the Company or a Restricted Subsidiary and other than *pro rata* dividends or other distributions made by a Subsidiary that is not a Wholly Owned Subsidiary to minority stockholders (or owners of an equivalent interest in the case of a Subsidiary that is an entity other than a corporation));

(2) purchase, redeem or otherwise acquire or retire for value any Capital Stock of the Company or of any direct or indirect parent of the Company or of a Restricted Subsidiary of the Company or any warrants, rights or options to purchase or acquire shares of any class of such Capital Stock;

(3) purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, any Indebtedness of the Company, or of any Guarantor, that is subordinate or junior in right of payment to the Notes or any Guarantee, as applicable (other than (x) any Indebtedness permitted under clause (7) of the definition of "Permitted Indebtedness" and (y) the purchase, defeasance or other acquisition of such Indebtedness purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of such purchase, defeasance or other acquisition); or

(4) make any Investment (other than Permitted Investments)

(each of the foregoing actions set forth in clauses (1), (2), (3) and (4) being referred to as a "***Restricted Payment***"); unless at the time of such Restricted Payment and immediately after giving effect thereto:

(i) no Default or an Event of Default shall have occurred and be continuing;

(ii) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Consolidated Fixed Charge Coverage Ratio test set forth in Section 4.09; and

(iii) the aggregate amount of Restricted Payments (including such proposed Restricted Payment) made subsequent to April 24, 2002 (other than Restricted Payments made pursuant to clauses (2), (3), (4), (5), (6), (7), (8), and (11) of Section 4.07(b) shall exceed the sum of, without duplication:

(A) 50% of the cumulative Consolidated Net Income (or if cumulative Consolidated Net Income shall be a loss, minus 100% of such loss) of the

Company earned subsequent to April 24, 2002 and on or prior to the date the Restricted Payment occurs (the "***Reference Date***") (treating such period as a single accounting period); *plus*

(B) 100% of the aggregate net cash proceeds (including the fair market value of property (as determined by the Board of Directors of the Company in good faith) other than cash that would constitute Marketable Securities or a Permitted Business) received by the Company from any Person (other than a Subsidiary of the Company) from the issuance and sale subsequent to April 24, 2002 and on or prior to the Reference Date of Qualified Capital Stock of the Company (other than (1) Excluded Contributions and (2) Designated Preferred Stock); *plus*

(C) without duplication of any amounts included in clause (iii)(B) above, 100% of the aggregate net cash proceeds of any equity contribution received subsequent to April 24, 2002 by the Company from a holder of the Company's Capital Stock; *plus*

(D) the amount by which Indebtedness of the Company is reduced on the Company's balance sheet upon the conversion or exchange subsequent to April 24, 2002 of any Indebtedness of the Company for Qualified Capital Stock of the Company (less the amount of any cash, or the fair value of any other property, distributed by the Company upon such conversion or exchange); provided, however, that the foregoing amount shall not exceed the net cash proceeds received by the Company or any Restricted Subsidiary from the sale of such Indebtedness (excluding net cash proceeds from sales to a Subsidiary of the Company or to an employee stock ownership plan or a trust established by the Company or any of its Subsidiaries for the benefit of their employees); plus

(E) an amount equal to the sum of (I) 100% of the aggregate net proceeds (including the fair market value of property other than cash that would constitute Marketable Securities or a Permitted Business) received by the Company or any Restricted Subsidiary (A) from any sale or other disposition of any Investment (other than a Permitted Investment) in any Person (including an Unrestricted Subsidiary) made by the Company and its Restricted Subsidiaries and (B) representing the return of capital or principal (excluding dividends and distributions otherwise included in Consolidated Net Income) with respect to such Investment, and (II) the portion (proportionate to the Company's equity interest in an Unrestricted Subsidiary) of the fair market value of the net assets of an Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; *provided, however,* that, in the case of item (II), the foregoing sum shall not exceed, in the case of any Unrestricted Subsidiary, the amount of Investments (excluding Permitted Investments) previously made (and treated as a Restricted Payment) by the Company or any Restricted Subsidiary in such Unrestricted Subsidiary.

(b) Notwithstanding the foregoing, the provisions set forth in Section 4.07(a) shall not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration of such dividend or notice of such redemption if the dividend or payment of the redemption price, as the case may be, would have been permitted on the date of declaration or notice;

(2) any Restricted Payment made out of the net cash proceeds of the substantially concurrent sale of, or made by exchange for, Qualified Capital Stock of the Company (other than Capital Stock issued or sold to a Subsidiary of the Company or an employee stock ownership plan or to a trust established by the Company or any of its Subsidiaries for the benefit of their employees and other than Designated Preferred Stock) or a substantially concurrent cash capital contribution received by the Company from its shareholders; *provided, however,* that the net cash proceeds from such sale or such cash capital contribution (to the extent so used for such Restricted Payment) shall be excluded from the calculation of amounts under clauses (iii)(B) and (iii)(C) of Section 4.07(a);

(3) the defeasance, redemption, repurchase or other acquisition of any Indebtedness of the Company or a Guarantor that is a Subsidiary of the Company that is subordinate or junior in right of payment to the Notes or the applicable Guarantee through the application of net proceeds of a substantially concurrent sale for cash (other than to a Subsidiary of the Company) of Refinancing Indebtedness that is subordinate or junior in right of payment to the Notes or the applicable Guarantee;

(4) the redemption, repurchase, or other acquisition or retirement for value of any Capital Stock of the Company, in each case in connection with the repurchase provisions of employee stock option or stock purchase agreements or other agreements to compensate management employees or upon the death, disability, retirement, severance or termination of employment of management employees; provided that all such redemptions or repurchases pursuant to this clause (4) shall not exceed in any fiscal year $25.0 million (with unused amounts in any calendar year carried over to succeeding calendar years subject to a maximum of $50.0 million in any calendar year; provided that amounts in any calendar year may be increased by an amount not to exceed the cash proceeds received by the Company or any of its Restricted Subsidiaries from the sale of the Company's Capital Stock (other than Disqualified Capital Stock) to any member of the management or the Board of Directors of the Company or any Restricted Subsidiary; provided, further, however, that any such amounts will be excluded from the calculation in clause (iii)(B) of Section 4.07(a); provided, further, however, that the cancellation of Indebtedness owing to the Company from members of management of the Company or any of its Restricted Subsidiaries in connection with any repurchase of Capital Stock of such entities (or warrants or options or rights to acquire such Capital Stock) will not be deemed to constitute a Restricted Payment under this Indenture;

(5) repurchases of Capital Stock deemed to occur upon the exercise of stock options if such Capital Stock represents a portion of the exercise price thereof;

(6) additional Restricted Payments in an aggregate amount not to exceed $100.0 million;

(7) Permitted Transaction Payments;

(8) payments of dividends on Disqualified Capital Stock issued in compliance with Section 4.09 hereof;

(9) Restricted Payments made with Net Cash Proceeds from Asset Sales remaining after application thereof as required by Section 4.10 hereof (including after the making by the Company of any Asset Sale Offer required to be made by the Company pursuant to such Section and the application of the Asset Sale Offer Amount to purchase all Notes and other Senior Subordinated Debt of the Company or a Restricted Subsidiary of the Company tendered therein);

(10) upon occurrence of a Change of Control and within 60 days after the completion of the Change of Control Offer pursuant to Section 4.13 hereof (including the purchase of all Notes tendered), any purchase or redemption of Obligations of the Company that are subordinate or junior in right of payment to the Notes required pursuant to the terms thereof as a result of such Change of Control at a purchase or redemption price not to exceed 101% of the outstanding principal amount thereof, plus accrued and unpaid interest thereon, if any; provided, however, that (A) at the time of such purchase or redemption, no Default or Event of Default shall have occurred and be continuing (or would result therefrom) and (B) such purchase or redemption is not made, directly or indirectly, from the proceeds of (or made in anticipation of) any issuance of Indebtedness by the Company or any Subsidiary;

(11) the payment of any dividend or distribution by a Restricted Subsidiary of the Company to the holders of its Capital Stock on a pro rata basis so long as the Company or one of its Restricted Subsidiaries receives at least a pro rata share (and in like form) of the dividend or distribution in accordance with its Capital Stock; and

(12) Restricted Payments that are made with Excluded Contributions.

(c) If the Company or any of its Restricted Subsidiaries become contractually obligated to make any Restricted Payment at the time the requirements set forth in clauses (i) and (ii) of Section 4.07(a) continues to be satisfied, then the Company or such Restricted Subsidiary, as the case may be, may continue to make such Restricted Payments, even if such requirements to be satisfied at the time such Restricted Payment is actually made and the amount available for Restricted Payments pursuant to clause (iii) of Section 4.07(a) on or after the date on which such requirements cease to be satisfied shall be equal to the amount that would have been available for Restricted Payments pursuant to such clause (iii) on such date without giving effect to any Restricted Payments made on such date pursuant to and in compliance with this sentence.

(d) The Board of Directors of the Company may designate any Restricted Subsidiary of the Company to be an Unrestricted Subsidiary as specified in the definition of “Unrestricted Subsidiary”. For purposes of making such determination, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid in cash) in the Subsidiary so designated shall be deemed to be Restricted Payments at the time of the designation and shall reduce the amount available for Restricted Payments under Section 4.07(a). All of those outstanding Investments shall be deemed to constitute Investments in an amount equal to the fair market value of the Investments at the time of such designation. Such designation shall only be permitted if the Restricted Payment would be permitted at the time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

(e) For purposes of determining compliance with this Section 4.07, in the event that a Restricted Payment meets the criteria of more than one of the types of Restricted Payments described above, the Company, in its sole discretion, may order and classify such Restricted Payment in any manner in compliance with this Section 4.07.

SECTION 4.08. Dividend and Other Payment Restrictions Affecting Subsidiaries

The Company shall not, and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary of the Company to:

(a) pay dividends or make any other distributions on or in respect of its Capital Stock;

(b) make loans or advances or pay any Indebtedness or other obligation owed to the Company or any Guarantor; or

(c) transfer any of its property or assets to the Company or any Guarantor,

except, with respect to clauses (a), (b) and (c), for such encumbrances or restrictions existing under or by reason of:

(1) applicable law, rule, regulation or order;

(2) this Indenture, the Notes and the Guarantees;

(3) non-assignment provisions of any contract or any lease of any Restricted Subsidiary of the Company entered into in the ordinary course of business;

(4) any instrument governing Acquired Indebtedness, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired;

(5) the Credit Facility and the Foreign Credit Facilities in effect on the Issue Date or any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof; provided that any restrictions imposed pursuant to any such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing are ordinary and customary with respect to syndicated bank loans in the market at the time such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing are entered into;

(6) agreements existing on the Issue Date to the extent and in the manner such agreements are in effect on the Issue Date, including the Existing Notes and the indenture governing the Existing Notes;

(7) restrictions on the transfer of assets subject to any Lien permitted under this Indenture impose by the holders of such Lien;

(8) restrictions imposed by any agreement to sell assets or Capital Stock to any Person pending the closing of such sale which is not prohibited by this Indenture;

(9) any agreement or instrument governing Capital Stock of any Person that is acquired;

(10) any Purchase Money Note or other Indebtedness or other contractual requirements in connection with a Qualified Securitization Transaction;

(11) other Indebtedness or Permitted Subsidiary Preferred Stock outstanding on the Issue Date or permitted to be issued or incurred under this Indenture; provided that any such restrictions are ordinary and customary with respect to the type of Indebtedness being incurred or Preferred Stock being issued;

(12) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(13) any encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (4) and (6) through (12) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Company's Board of Directors (evidenced by a Board Resolution) whose judgment shall be conclusively binding, not materially more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing;

(14) encumbrances or restrictions contained in any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred or issued in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided* that in the case of Indebtedness, such Indebtedness was permitted by the terms of this Indenture to be incurred;

(15) customary provisions in joint venture, asset sale, stock purchase and merger agreements and other similar agreements; and

(16) customary provisions in leases, licenses and other agreements entered into in the ordinary course of business.

SECTION 4.09. Incurrence of Indebtedness.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee, acquire, become liable, contingently or otherwise, with respect to, or otherwise become responsible for payment of (collectively, "**incur**") any Indebtedness (other than Permitted Indebtedness); provided, however, that the Company and any of its Restricted Subsidiaries may incur Indebtedness (including, without limitation, Acquired Indebtedness), in each case if on the date of the incurrence of such Indebtedness, after giving effect to the incurrence thereof, the Company's Consolidated Fixed Charge Coverage Ratio for its most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred would have been at least 2.0 to 1.0.

SECTION 4.10. Asset Sales.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(i) the Company or the applicable Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value of the assets sold or otherwise disposed of (as determined in good faith by the Board of Directors of the Company);

(ii) at least 75% of the consideration received by the Company or the Restricted Subsidiary, as the case may be, from such Asset Sale shall be in the form of cash or Cash Equivalents; *provided* that the amount of:

(A) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet) of the Company or any such Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes) that are assumed by the transferee of any such assets;

(B) any notes or other obligations received by the Company or any such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash within 180 days of the receipt thereof (to the extent of the cash received); and

(C) any Designated Non-cash Consideration received by the Company or any of its Restricted Subsidiaries in such Asset Sale having an aggregate fair market value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (c) that is at that time outstanding, not to exceed the greater of $125.0 million and 3.0% of Total Assets at the time of the receipt of such Designated Non-cash Consideration (with the fair market value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value), shall, in each of (A), (B) and (C) above, be deemed to be cash for the purposes of this provision or for purposes of Section 4.10(b); and

(iii) upon the consummation of an Asset Sale, the Company shall apply, or cause such Restricted Subsidiary to apply, the Net Cash Proceeds relating to such Asset Sale within 365 days of receipt thereof:

(A) to prepay any Senior Debt or Indebtedness of a Restricted Subsidiary that is not a Guarantor and, in the case of any such Indebtedness under any revolving credit facility, effect a corresponding reduction in the availability under such revolving credit facility (or effect a permanent reduction in the availability under such revolving credit facility regardless of the fact that no prepayment is required in order to do so (in which case no prepayment should be required)),

(B) to reinvest in Productive Assets (provided that this requirement shall be deemed satisfied if the Company or such Restricted Subsidiary by the end of such 365-day period has entered into a binding agreement under which it is contractually committed to reinvest in Productive Assets and such investment is consummated within 120 days from the date on which such binding agreement is entered into and, with respect to the amount of such investment, the reference to the 366th day after an Asset Sale in the second following sentence shall be deemed to be a reference to the 121st day after the date on which such binding agreement is entered into (but only if such 121st day occurs later than such 366th day)), or

(C) a combination of prepayment and investment permitted by the foregoing clauses (iii)(A) and (iii)(B).

Pending the final application of any such Net Cash Proceeds, the Company or such Restricted Subsidiary may temporarily reduce Indebtedness under a revolving credit facility, if any, or otherwise invest such Net Cash Proceeds in Cash Equivalents. On the 366th day after an Asset Sale or such earlier date, if any, as the Board of Directors of the Company or of such Restricted Subsidiary determines by Board Resolution not to apply the Net Cash Proceeds relating to such Asset Sale as set forth in clauses (iii)(A), (iii)(B) and (iii)(C) above (the "***Asset Sale Offer Trigger Date***"), such aggregate amount of Net Cash Proceeds that have not been applied as set forth in clauses (iii)(A), (iii)(B) and (iii)(C) above on or before such Asset Sale Offer Trigger Date (each an "***Asset Sale Offer Amount***") shall be applied by the Company or such Restricted Subsidiary to make an offer to purchase (the "***Asset Sale Offer***") on a date (the "***Asset Sale Offer Payment Date***") not less than 30 nor more than 60 days following the applicable Asset Sale Offer Trigger Date, from all Holders and holders of any other Senior Subordinated Debt of the Company or a Restricted Subsidiary of the Company requiring the making of such an offer, on a *pro rata* basis, the maximum amount of Notes and such other Senior Subordinated Debt that may be purchased with the Asset Sale Offer Amount at a price equal to 100% of their principal amount (or, in the event such other Senior Subordinated Debt was issued with significant original issue discount, 100% of the accreted value thereof), plus accrued and unpaid interest thereon, if any, to the date of purchase (or, in respect of such other Senior Subordinated Debt, such lesser price, if any, as may be provided for by the terms of the Senior Subordinated Debt).

(b) Notwithstanding Section 4.10(a), the Company and its Restricted Subsidiaries shall be permitted to consummate an Asset Sale without complying with Section 4.10(a) to the extent that: (i) 75% of the consideration for such Asset Sale constitutes Productive Assets, cash, Cash Equivalents and/or Marketable Securities; and (ii) such Asset Sale is for fair market value; *provided* that any consideration consisting of cash, Cash Equivalents and/or Marketable Securities received by the Company or any of its Restricted Subsidiaries in connection with any Asset Sale permitted to be consummated under this paragraph shall constitute Net Cash Proceeds subject to the provisions of Section 4.10(a).

(c) If at any time any non-cash consideration (including any Designated Non-cash Consideration) received by the Company or any Restricted Subsidiary of the Company, as the case may be, in connection with any Asset Sale is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any such non-cash consideration), then such conversion or disposition shall be deemed to constitute an Asset Sale hereunder and the Net Cash Proceeds thereof shall be applied in accordance with this Section 4.10.

(d) Notwithstanding the foregoing, if the Asset Sale Offer Amount is less than $100.0 million, the application of the Net Cash Proceeds constituting such Asset Sale Offer Amount to an Asset Sale Offer may be deferred until such time as such Asset Sale Offer Amount plus the aggregate amount of all Asset Sale Offer Amounts arising subsequent to the Asset Sale Offer Trigger Date relating to such initial Asset Sale Offer Amount from all Asset Sales by the Company and its Restricted Subsidiaries aggregates at least $100.0 million, at which time the Company or such Restricted Subsidiary shall apply all Net Cash Proceeds constituting all Asset Sale Offer Amounts that have been so deferred to make an Asset Sale Offer (the first date the aggregate of all such deferred Asset Sale Offer Amounts is equal to $100.0 million or more shall be deemed to be an Asset Sale Offer Trigger Date).

Each Asset Sale Offer will be mailed to the record Holders as shown on the register of Holders within 30 days following the Asset Sale Offer Trigger Date, with a copy to the Trustee, and shall comply with the procedures set forth in Section 3.09 hereof. Upon receiving notice of the Asset Sale Offer,

Holders may elect to tender their Notes in whole or in part in integral multiples of $1,000 in exchange for cash. To the extent that the aggregate amount of Notes and other Senior Subordinated Debt tendered pursuant to an Asset Sale Offer is less than the Asset Sale Offer Amount, the Company may use any remaining Asset Sale Offer Amount for general corporate purposes or for any other purpose not prohibited by this Indenture. Upon completion of any such Asset Sale Offer, the Asset Sale Offer Amount shall be reset at zero.

The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 4.10, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.10 by virtue thereof.

SECTION 4.11. Affiliate Transactions.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or permit to occur any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with, or for the benefit of, any of its Affiliates (an "***Affiliate Transaction***") involving aggregate payment or consideration in excess of $15.0 million, unless (i) such Affiliate Transaction is on terms that are not materially less favorable to the Company or the relevant Restricted Subsidiary than those that might reasonably have been obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Company; and (ii) the Company delivers to the Trustee with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of $40.0 million, a Board Resolution adopted by the majority of the members of the Board of Directors of the Company or a resolution of the Audit Committee of the Board of Directors of the Company approved by a majority of the members of the Audit Committee approving such Affiliate Transaction and set forth in an officers' certificate certifying that such Affiliate Transaction complies with clause (i) above.

(b) The restrictions set forth in Section 4.11(a) hereof shall not apply to:

(1) reasonable fees and compensation paid to, and indemnity provided on behalf of, officers, directors, employees or consultants of the Company or any Restricted Subsidiary of the Company as determined in good faith by the Company's Board of Directors or a committee thereof;

(2) transactions between or among the Company and any of its Restricted Subsidiaries or between or among such Restricted Subsidiaries, provided that such transactions are not otherwise prohibited by this Indenture;

(3) any agreement as in effect as of the Issue Date or any amendment thereto or any transaction contemplated thereby (including pursuant to any amendment thereto) or by any replacement agreement thereto so long as any such amendment or replacement agreement is not more disadvantageous to the Holders in any material respect than the original agreement as in effect on the Issue Date as determined in good faith by the Company's Board of Directors;

(4) Restricted Payments or Permitted Investments permitted by this Indenture;

(5) transactions effected as part of a Qualified Securitization Transaction;

(6) payments or loans to employees or consultants that are approved by the Board of Directors of the Company in good faith;

(7) sales of Qualified Capital Stock;

(8) the existence of, or the performance by the Company or any of its Restricted Subsidiaries of its obligations under the terms of, any stockholders' agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Issue Date and any similar agreements which it may enter into thereafter; provided, however, that the existence of, or the performance by the Company or any of its Restricted Subsidiaries of obligations under, any future amendment to any such existing agreement or under any similar agreement entered into after the Issue Date shall only be permitted by this clause (8) to the extent that the terms of any such amendment or new agreement are not disadvantageous to the Holders of Notes in any material respect;

(9) transactions permitted by, and complying with, the provisions of Article 5 hereof;

(10) any issuance of securities or other payments, awards, grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans approved by the Board of Directors of the Company or a committee thereof in good faith;

(11) investments by the Permitted Holders in securities of the Company or any of its Restricted Subsidiaries so long as (i) the investment is being offered generally to other investors on the same or more favorable terms and (ii) the investment constitutes less than 5.0% of the proposed or outstanding issue amount of such class of securities; and

(12) transactions in which the Company or any Restricted Subsidiary, as the case may be, receives an opinion from a nationally recognized investment banking, appraisal or accounting firm that such Affiliate Transaction is either fair, from a financial standpoint, to the Company or such Restricted Subsidiary or is on terms not materially less favorable than those that might reasonably have been obtained in a comparable transaction at such time on an arm's length basis from a Person that is not an Affiliate of the Company.

SECTION 4.12. Liens.

The Company shall not, and shall not cause or permit any Restricted Subsidiary to incur or suffer to exist any Lien securing Indebtedness (other than Permitted Liens or Liens securing Senior Debt) upon any of its assets (including Capital Stock of a Restricted Subsidiary), whether owned at the date the Notes are first issued or thereafter acquired, or any interest therein or any income or profits therefrom, unless:

(a) if such Lien secures Senior Subordinated Debt, the Notes or the Guarantees, as the case may be, are secured on an equal and ratable basis with such Indebtedness for so long as such Senior Subordinated Debt is secured by such Lien; and

(b) if such Lien secures Subordinated Indebtedness, the Lien securing such Subordinated Indebtedness will be subordinated and junior to a Lien securing the Notes or the Guarantees, as the case may be, with the same relative priority as such Indebtedness has with respect to the Notes or the Guarantees.

Any Lien created for the benefit of the Holders of the Notes pursuant to the preceding sentence shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Lien such other Indebtedness and that holders of such other Indebtedness may exclusively control the disposition of property subject to Lien.

SECTION 4.13. Offer to Repurchase Upon Change of Control.

(a) If a Change of Control occurs, each Holder shall have the right to require that the Company purchase all or a portion of such Holder's Notes pursuant to the offer described below (the "***Change of Control Offer***"), at a purchase price equal to 101% of the principal amount thereof plus accrued interest to the date of purchase. Within 30 days following the date upon which the Change of Control occurred, the Company must send, by first class mail, a notice to the Trustee and each Holder, which notice shall govern the terms of the Change of Control Offer. Such notice shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law (the "***Change of Control Payment Date***"). Holders electing to have a Note purchased pursuant to a Change of Control Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day prior to the Change of Control Payment Date.

(b) On the Change of Control Payment Date, the Company shall, to the extent lawful, (1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer, (2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered and (3) deliver or cause to be delivered to the applicable Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company. The Paying Agent shall promptly mail to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee shall promptly authenticate and mail or deliver (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount of $1,000 or an integral multiple thereof. The Company shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

Prior to the mailing of the notice referred to in Section 4.13(a) above, but in any event within 30 days following any Change of Control, the Company shall: (i) repay in full all Indebtedness under the Credit Facility, any future credit agreements or other agreements relating Senior Debt the terms of which require repayment upon a Change of Control; or (ii) obtain the requisite consents under the Credit Agreement and all such other Senior Debt to permit the repurchase of the Notes as provided below. The Company's failure to comply with the covenant described in the immediately preceding sentence shall constitute an Event of Default described in clause (c) and not in clause (b) under Section 6.01 hereof.

(c) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the Company complies with the provisions of any such securities laws or regulations, the Company shall not be deemed to have breached its obligations under this Section 4.13.

(d) Notwithstanding anything to the contrary in this Section 4.13, the Company shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the

requirements set forth in this Section 4.13 hereof and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(e) A change of Control Offer may be made in advance of a change of Control, and conditioned upon, the occurrence of such Change of Control, if a definitive agreement is in place for the Change of Control Offer.

SECTION 4.14. [Reserved]

SECTION 4.15. Corporate Existence

Except as otherwise permitted by Article 5 hereof, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

SECTION 4.16. No Senior Subordinated Debt.

The Company will not, and will not permit any Guarantor to, incur or suffer to exist Indebtedness that is senior in right of payment to the notes or such Guarantor's Guarantee, as the case may be, and subordinate in right of payment to any other Indebtedness of the Company or such Guarantor, as the case may be.

SECTION 4.17. Additional Guarantors.

(a) The Company shall cause each Domestic Restricted Subsidiary that Guarantees the Credit Facility to execute and deliver to the Trustee a Guarantee pursuant to which such Restricted Subsidiary will unconditionally Guarantee, on a joint and several basis, the full and prompt payment of the principal of, premium, if any and interest on the Notes on a senior subordinated basis and all other obligations under the Indenture. Notwithstanding the foregoing, in the event any Guarantor is released and discharged in full from all of its obligations under Guarantees of the Credit Facility, then the Guarantee of such Guarantor shall be automatically and unconditionally released or discharged; *provided*, that such Restricted Subsidiary has not incurred any Indebtedness in reliance on its status as a Guarantor under Section 4.09 unless such Guarantor's obligations under such Indebtedness so incurred are satisfied in full and discharged or are otherwise permitted under one of the exceptions available under the definition of "Permitted Indebtedness" at the time of such release to Restricted Subsidiaries.

(b) Each Guarantee will be limited to an amount not to exceed the maximum amount that can be guaranteed by that Restricted Subsidiary without rendering the Guarantee, as it relates to such Restricted Subsidiary, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

(c) No later than May 15, 2007, the Company shall either (i) cause the Immaterial Domestic Subsidiaries to guarantee the notes, (ii) properly designate the Immaterial Domestic Subsidiaries as Unrestricted Subsidiaries, or (iii) cause the Immaterial Domestic Subsidiaries to either (A) transfer all of their assets to the Company or a Guarantor and then dissolve such Immaterial Domestic Subsidiary or (B) merge into a Guarantor.

SECTION 4.18. Limitation on Preferred Stock of Restricted Subsidiaries

The Company shall not permit any of its Restricted Subsidiaries to issue any Preferred Stock (other than to the Company or to a Restricted Subsidiary of the Company) or permit any Person (other than the Company or a Restricted Subsidiary of the Company) to own any Preferred Stock of any

Restricted Subsidiary of the Company, other than Permitted Subsidiary Preferred Stock; provided, however, that the Company's Restricted Subsidiaries may issue Preferred Stock, if the Consolidated Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such preferred stock is issued would have been at 2.0 to 1. The provisions of this Section 4.18 will not apply to (i) any of the Guarantors, (ii) any transaction as a result of which neither the Company nor any of its Restricted Subsidiaries will own any Capital Stock of the Restricted Subsidiary whose Preferred Stock is being issued or sold and (iii) Preferred Stock that is Disqualified Capital Stock and is issued in compliance with Section 4.09 hereof.

SECTION 4.19. Suspension of Covenants.

(a) During any period of time following the Issue Date that (i) the Notes have Investment Grade Ratings from both Rating Agencies, and (ii) no Default has occurred and is continuing under the Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "***Covenant Suspension Event***"), the Company and its Restricted Subsidiaries shall not be subject to the following provisions of the Indenture:

(1) Section 4.07;

(2) Section 4.08;

(3) Section 4.09;

(4) Section 4.10;

(5) Section 4.11;

(6) Section 4.16;

(7) Section 4.17;

(8) Section 4.18; and

(9) clause (a) (ii) of Section 5.01

(collectively, the "***Suspended Covenants***"). Upon the occurrence of a Covenant Suspension Event, the amount of Net Cash Proceeds with respect to any applicable Asset Sale Offer Trigger Date shall be set at zero at such date (the "***Suspension Date***"). In addition, in the event that the Company and the Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the foregoing, and on any subsequent date (the "***Reversion Date***") one or both of the Rating Agencies withdraws its Investment Grade Rating or downgrades the rating assigned to the Notes below an Investment Grade Rating or a Default or Event of Default occurs and is continuing, then the Company and the Restricted Subsidiaries shall thereafter again be subject to the Suspended Covenants with respect to future events. The period of time between the Suspension Date and the Reversion Date is referred to in this description as the "***Suspension Period***." Within 30 days of the Reversion Date, any Restricted Subsidiary that would have been required during the Suspension Period but for the Suspended Covenants by Section 4.17 to execute a supplemental indenture will execute such supplemental indenture required by such Section. Notwithstanding that the Suspended Covenants may be reinstated, no Default or Event of Default will be deemed to have occurred as a result of a failure to comply with the Suspended

Covenants during the Suspension Period (or upon termination of the Suspension Period or after that time based solely on events that occurred during the Suspension Period).

(b) On the Reversion Date, all Indebtedness incurred during the Suspension Period will be classified to have been incurred or issued pursuant to Section 4.09 to the extent such Indebtedness would be permitted to be incurred or issued thereunder as of the Reversion Date and after giving effect to Indebtedness incurred or issued prior to the Suspension Period and outstanding on the Reversion Date. To the extent such Indebtedness would not be so permitted to be incurred or issued pursuant to Section 4.09, such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (4) of the definition of Permitted Indebtedness. Restricted Payments made during the Suspension Period will be deemed to have been made pursuant to Section 4.07(a).

(c) The Company shall give the Trustee prompt (and in any event not later than five business days after a Covenant Suspension Event) written notice of any Covenant Suspension Event. In the absence of such notice, the Trustee shall assume the Suspended Covenants apply and are in full force and effect. The Company shall give the Trustee prompt (and in any event not later than five business days after a Covenant Suspension Event) written notice of any occurrence of a Reversion Date. After any such notice of the occurrence of a Reversion Date, the Trustee shall assume the Suspended Covenants apply and are in full force and effect.

ARTICLE 5 SUCCESSORS

SECTION 5.01. Merger, Consolidation, or Sale of Assets.

(a) The Company shall not, in a single transaction or series of related transactions, consolidate or merge with or into any Person, or sell, assign, transfer, lease, convey or otherwise dispose of (or cause or permit any Restricted Subsidiary of the Company to sell, assign, transfer, lease, convey or otherwise dispose of) all or substantially all of the Company's assets (determined on a consolidated basis for the Company and the Company's Restricted Subsidiaries) to any Person unless:

(i) either: (a) the Company shall be the surviving or continuing corporation; or (b) the Person (if other than the Company) formed by such consolidation or into which the Company is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Company and of the Company's Restricted Subsidiaries substantially as an entirety (the "***Surviving Entity***"):

(x) shall be a corporation organized and validly existing under the laws of the United States of America or any State thereof or the District of Columbia; and

(y) shall expressly assume, by supplemental indenture (in form and substance satisfactory to the Trustee), executed and delivered to the Trustee, the due and punctual payment of the principal of, premium, if any, and interest on all of the Notes and the performance of every covenant of the Notes and this Indenture to be performed or observed on the part of the Company; and

(ii) except in the case of a merger of the Company with or into a Restricted Subsidiary of the Company and except in the case of a merger entered into solely for the purpose of reincorporating the Company in another jurisdiction, immediately after giving effect to such transaction and the assumption contemplated by clause (i)(b)(y) above (including giving effect to any Indebtedness and Acquired Indebtedness incurred in connection with or in respect of such transaction), the Company or such Surviving Entity, as the case may be, shall be able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) pursuant to Section 4.09 hereof or the Consolidated Fixed Charge Coverage Ratio for the Successor Company and its Restricted Subsidiaries on a consolidated basis would be greater than such ratio for the Company and the Restricted Subsidiaries immediately prior to such transaction; and

(iii) except in the case of a merger of the Company with or into a Restricted Subsidiary of the Company and except in the case of a merger entered into solely for the purpose of reincorporating the Company in another jurisdiction, immediately after giving effect to such transaction and the assumption contemplated by clause (i)(b)(y) above (including, without limitation, giving effect to any Indebtedness and Acquired Indebtedness incurred and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred or be continuing; and

(iv) the Company or the Surviving Entity shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with the applicable provisions of this Indenture and that all conditions precedent in this Indenture relating to such transaction have been satisfied.

(b) The Company shall not permit any Guarantor to, consolidate or merge with or into, or sell, assign, transfer, lease, convey or otherwise dispose of, in a single transaction or series of related transactions, all or substantially all of its assets to any Person unless:

(i) (except in the case of a Guarantor that has been disposed of in its entirety to another Person (other than to the Company or an Affiliate of the Company), whether through a merger, consolidation or sale of Capital Stock or through the sale of all or substantially all of its assets (such sale constituting the disposition of such Guarantor in its entirety), if in connection therewith the Company provides an officers' certificate to the Trustee to the effect that the Company will comply with its obligations under Section 4.10 in respect of such disposition) the resulting, surviving or transferee Person (if not a Guarantor) shall be a Person organized and validly existing under the laws of the United States

of America, any State thereof or the District of Columbia, and such Person shall expressly assume, by a supplemental indenture (in form and substance satisfactory to the Trustee), executed and delivered to the Trustee, all the obligations of Holdings, if any, under its Guarantee;

(ii) except in the case of a merger of a Guarantor with or into the Company or another Guarantor and except in the case of a merger entered into solely for the purpose of reincorporating a Guarantor in another jurisdiction, immediately after giving effect to such transaction and the assumption contemplated by the immediately preceding clause (b)(1) (including, without limitation, giving effect to any Indebtedness and Acquired Indebtedness incurred and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred and be continuing; and

(iii) except in the case of a merger of a Guarantor with or into the Company or another Guarantor and except in the case of a merger entered into solely for the purpose of reincorporating a Guarantor in another jurisdiction, the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture complies with the applicable provisions of the indenture and that all conditions precedent in the indenture relating to such transaction have been satisfied.

In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Guarantee of the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Restricted Subsidiary, such successor Person shall succeed to and be substituted for the Restricted Subsidiary with the same effect as if it had been named herein as a Restricted Subsidiary. Such successor Person thereupon may cause to be signed any or all of the Guarantees of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Guarantees so issued shall in all respects have the same legal rank and benefit under this Indenture as the Guarantees theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Guarantees had been issued at the date of the execution hereof.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries of the Company, the Capital Stock of which constitutes all or substantially all of the properties and assets of the Company, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company. However, transfer of assets between or among the Company and its Restricted Subsidiaries will not be subject to this Section 5.01.

SECTION 5.02. Successor Corporation Substituted.

Upon any consolidation, combination or merger, or any transfer of all or substantially all of the assets of the Company in accordance with Section 5.01 hereof, in which the Company is not the continuing corporation, the successor Person formed by such consolidation or into which the Company is

merged or to which such conveyance, lease or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Indenture and the Notes with the same effect as if such surviving entity had been named as such and that, in the event of a conveyance or transfer (but not a lease), the conveyor or transferor (but not a lessor) shall be released from the provisions of this Indenture.

ARTICLE 6 DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default

"Events of Default" are:

(a) the failure to pay interest on any Notes when the same becomes due and payable and the default continues for a period of 30 days (whether or not such payment shall be prohibited by Article 10 or Article 12 hereof);

(b) the failure to pay the principal on any Notes when such principal becomes due and payable, at maturity, upon redemption or otherwise (including the failure to make a payment to purchase Notes tendered pursuant to a Change of Control Offer or a Asset Sale Offer on the date specified for such payment in the applicable offer to purchase) (whether or not such payment shall be prohibited by Article 10 or Article 12 hereof);

(c) a default in the observance or performance of any other covenant or agreement contained herein if the default continues for a period of 60 days after the Company receives written notice specifying the default (and demanding that such default be remedied) from the Trustee or the Holders of at least 25% of the outstanding principal amount of the Notes (except in the case of a default with respect to Section 5.01 hereof, which will constitute an Event of Default with such notice requirement but without such passage of time requirement);

(d) the failure to pay at final stated maturity (giving effect to any applicable grace periods and any extensions thereof) the principal amount of any Indebtedness of the Company or any Restricted Subsidiary of the Company (other than a Securitization Entity), or the acceleration of the final stated maturity of any such Indebtedness, if the aggregate principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at final maturity or which has been accelerated, aggregates $50.0 million or more at any time;

(e) one or more judgments in an aggregate amount in excess of $50.0 million (to the extent not covered by independent third party insurance as to which the insurer does not dispute the coverage) shall have been rendered against the Company or any of its Restricted Subsidiaries and such judgments remain undischarged, unpaid or unstayed for a period of 60 days after such judgment or judgments become final and non-appealable;

(f) except as permitted herein, any Guarantee of any Significant Subsidiary shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor that is a Significant Subsidiary, or any Person acting on behalf of such Guarantor, shall deny or disaffirm its obligations under its Guarantee;

(g) the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary within the meaning of Bankruptcy Law:

(i) commences a voluntary case,

(ii) consents to the entry of an order for relief against it in an involuntary case,

(iii) consents to the appointment of a custodian of it or for all or substantially all of its property, or

(iv) makes a general assignment for the benefit of its creditors; or

(h) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary in an involuntary case;

(ii) appoints a custodian of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, or for all or substantially all of the property of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary; or

(iii) orders the liquidation of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiaries or any group of Restricted Securities that, taken together, would constitute a Significant Subsidiary,

and the order or decree remains unstayed and in effect for 60 consecutive days.

SECTION 6.02. Acceleration

If an Event of Default (other than an Event of Default specified in clauses (g) or (h) of Section 6.01 hereof with respect to the Company) occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare the principal of and accrued interest on all the Notes to be due and payable immediately by notice in writing to the Company and the Trustee specifying the respective Event of Default and that it is a "notice of acceleration" (the "***Acceleration Notice***"), and the same (i) shall become immediately due and payable or (ii) if there are any amounts outstanding under the Credit Facility, shall become immediately due and payable upon the first to occur of an acceleration under the Credit Facility or five Business Days after receipt by the Company and the Representative under the Credit Agreement of such Acceleration Notice but only if such Event of Default is then continuing. If an Event of Default specified in clause (g) or (h) of Section 6.01 hereof occurs and is continuing, then all unpaid principal of, and premium, if any, and

accrued and unpaid interest on all the outstanding Notes shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

At any time after a declaration of acceleration with respect to the Notes as described in the preceding paragraph, the Holders of a majority in principal amount of the Notes may rescind and cancel such declaration and its consequences (i) if the rescission would not conflict with any judgment or decree, (ii) if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of the acceleration, (iii) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid, (iv) if the Company has paid the Trustee its reasonable compensation and reimbursed the Trustee for its expenses, disbursements and advances; and (v) in the event of the cure or waiver of an Event of Default of the type described in clauses (g) or (h) of Section 6.01 hereof, the Trustee shall have received an Officers' Certificate and an Opinion of Counsel that such Event of Default has been cured or waived. No such rescission shall affect any subsequent Default or impair any right consequent thereto.

SECTION 6.03. Other Remedies

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture. The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

SECTION 6.04. Waiver of Past Defaults

Holders of not less than a majority in aggregate principal amount of the then outstanding Notes by notice to the Trustee may on behalf of the Holders of all of the Notes waive an existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal of, premium and interest on the Notes (including in connection with an offer to purchase) (provided, however, that the Holders of a majority in aggregate principal amount at maturity of the then outstanding Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration). Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

SECTION 6.05. Control by Majority

Holders of a majority in principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture that the Trustee determines may be unduly prejudicial to the rights of other Holders of Notes or that may involve the Trustee in personal liability.

SECTION 6.06. Limitation on Suits

A Holder of a Note may pursue a remedy with respect to this Indenture or the Notes only if:

(a) the Holder of a Note gives to the Trustee written notice of a continuing Event of Default;

(b) the Holders of at least 25% in principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;

(c) such Holder of a Note or Holders of Notes offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of indemnity; and

(e) during such 60-day period the Holders of a majority in principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with the request.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

SECTION 6.07. Rights of Holders of Notes to Receive Payment

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal, premium, if any, and interest on the Note, on or after the respective due dates expressed in the Note (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.08. Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(a) or (b) hereof occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, premium on, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

SECTION 6.09. Trustee May File Proofs of Claim

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Company (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be

secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 6.10. Priorities

If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under Section 7.07 hereof, including payment of all compensation, expense and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any, and interest, respectively; and

Third: to the Company or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.10.

SECTION 6.11. Undertaking for Costs

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.06 hereof, or a suit by Holders of more than 10% in principal amount of the then outstanding Notes.

ARTICLE 7 TRUSTEE

SECTION 7.01. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of certificates or opinions specifically required by any provision hereof to be furnished to it, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 7.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section 7.01.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or incur any liability. The Trustee shall be under no obligation to exercise any of its rights and powers under this Indenture at the request of any Holders, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

SECTION 7.02. Rights of the Trustee

Subject to TIA Section 315:

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in any such document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any

action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel of its own selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture, provided that the Trustee's conduct does not constitute willful misconduct or negligence.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company shall be sufficient if signed by an Officer of the Company.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee reasonable security or indemnity satisfactory to it against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(g) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its reasonable discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall reasonably determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company during normal business hours and upon reasonable notice, personally or by agent or attorney at the sole cost of the Company and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(h) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys, and the Trustee shall not be responsible for any willful misconduct or gross negligence on the part of any agent or attorney appointed with due care by it under this Indenture.

(i) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default or Event of Default is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee from the Company or the Holders of 25% in aggregate principal amount of the outstanding Notes, and such notice references the specific Default or Event of Default, the Notes and this Indenture.

(j) The Trustee shall not be required to give any bond or surety in respect of the performance of its power and duties hereunder.

(k) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be

enforceable by, the Trustee in each of its capacities hereunder, and to each agent, Custodian and other Person employed to act hereunder.

(l) The permissive right of the Trustee to take or refrain from taking any actions enumerated in this Indenture shall not be construed as a duty.

(m) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; terrorism; wars and other military disturbances; sabotage; epidemics; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communication services; accidents; labor disputes; acts of civil or military authority and governmental action.

(n) Anything in this Indenture notwithstanding, in no event shall the Trustee be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to loss of profit), even if the Company has been advised as to the likelihood of such loss or damage and regardless of the form of action.

SECTION 7.03. Individual Rights of Trustee

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as Trustee or resign. Any Agent may do the same with like rights and duties. The Trustee shall also be subject to Sections 7.10 and 7.11 hereof.

SECTION 7.04. Trustee's Disclaimer

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use of the proceeds from the Notes or any money paid to the Company or upon the Company's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

SECTION 7.05. Notice of Defaults

(a) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of such a Default or Event of Default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture.

(b) Within 90 days after the occurrence of a Default or an Event of Default, the Trustee shall mail to Holders of Notes, as their names and addresses appear in the security register for the Notes, a notice of the Default or Event of Default known to the Trustee, unless such Default or Event of Default shall have been cured or waived. Except in the case of a Default or Event of Default in payment of principal of, premium, if any, or interest on any Note, the

Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

SECTION 7.06. Reports by Trustee to Holder

Within 60 days after each May 15 beginning with the May 15 following the date of this Indenture, and for so long as Notes remain outstanding, the Trustee shall mail to the Holders a brief report dated as of such reporting date that complies with TIA §313(a) (but if no event described in TIA §313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with TIA §313(b)(2). The Trustee shall also transmit by mail all reports as required by TIA §313(c).

A copy of each report at the time of its mailing to the Holders shall be mailed to the Company and filed with the SEC and each stock exchange on which the Notes are listed in accordance with TIA §313(d). The Company shall promptly notify the Trustee when the Notes are listed on any stock exchange and any delisting thereof.

SECTION 7.07. Compensation and Indemnity

The Company and the Guarantors shall pay to the Trustee from time to time such reasonable compensation for its acceptance of this Indenture and services hereunder as the parties shall agree from time to time. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company and the Guarantors shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

The Company and the Guarantors shall, jointly and severally, indemnify the Trustee against any and all losses, liabilities or expenses (including reasonable attorneys' fees and expenses) incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses of enforcing this Indenture against the Company and the Guarantors (including this Section 7.07) and defending itself against any claim (whether asserted by the Company and the Guarantors or any Holder or any other person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent any such loss, liability or expense may be attributable to its negligence or bad faith. The Trustee shall notify the Company and the Guarantors promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company and the Guarantors need not pay for any settlement made without their consent, which consent shall not be unreasonably withheld.

The obligations of the Company and the Guarantors under this Section 7.07 shall survive the resignation or removal of the Trustee, the satisfaction and discharge and the termination of this Indenture.

To secure the Company's and the Guarantors' payment obligations in this Section, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the resignation or removal of the Trustee, the satisfaction and discharge and the termination of this Indenture.

In addition, and without prejudice to the rights provided to the Trustee under any of the provisions of this Indenture, when the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(f) or (g) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

"***Trustee***" for purposes of this Section shall include any predecessor Trustee and the Trustee in each of its capacities hereunder and each agent, custodian and other person employed to act hereunder; provided, however, that the negligence, willful misconduct or bad faith of any Trustee hereunder shall not affect the rights of any other Trustee hereunder.

The Trustee shall comply with the provisions of TIA § 313(b)(2) to the extent applicable.

SECTION 7.08. Replacement of Trustee

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section.

The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Company. The Holders of Notes of a majority in principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Company in writing. The Company may remove the Trustee if:

(a) the Trustee fails to comply with Section 7.10 hereof;

(b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(c) a custodian or public officer takes charge of the Trustee or its property; or

(d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company, or the Holders of Notes of at least 10% in principal amount of the then outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after written request by any Holder of a Note who has been a Holder of a Note for at least six months, fails to comply with Section 7.10, such Holder of a Note may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this

Indenture. The successor Trustee shall mail a notice of its succession to Holders of the Notes. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.07 hereof shall continue for the benefit of the retiring Trustee.

SECTION 7.09. Successor Trustee by Merger, etc

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation or banking association, the successor corporation or banking association without any further act shall, if such successor corporation or banking association is otherwise eligible hereunder, be the successor Trustee.

SECTION 7.10. Eligibility; Disqualification

There shall at all times be a Trustee hereunder that is a Person organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least $100.0 million as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of TIA §310(a)(1), (2) and (5). The Trustee is subject to TIA §310(b).

SECTION 7.11. Preferential Collection of Claims Against Company

The Trustee is subject to TIA §311(a), excluding any creditor relationship listed in TIA §311(b). A Trustee who has resigned or been removed shall be subject to TIA § 311(a) to the extent indicated therein.

ARTICLE 8 LEGAL DEFEASANCE AND COVENANT DEFEASANCE

SECTION 8.01. Option to Effect Legal Defeasance or Covenant Defeasance.

The Company may, at the option of its Board of Directors evidenced by a resolution set forth in an Officers' Certificate, at any time, elect to have either Section 8.02 or 8.03 hereof applied to all outstanding Notes upon compliance with the conditions set forth below in this Article 8.

SECTION 8.02. Legal Defeasance and Discharge

Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.02, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from its obligations with respect to all outstanding Notes on the date the conditions set forth below are satisfied (hereinafter, "***Legal Defeasance***"). For this purpose, Legal Defeasance means that the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 hereof and the other Sections of this Indenture referred to in (a) and (b) below, and to have satisfied all its other obligations under such Notes and this Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder: (a) the rights of Holders of outstanding Notes to receive solely from

the trust fund described in Section 8.04 hereof, and as more fully set forth in such Section, payments in respect of the principal amount of, premium, if any, and interest on such Notes when such payments are due, (b) the Company's obligations with respect to such Notes under Article 2 and Section 4.02 hereof, (c) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Company's obligations in connection therewith and (d) the provisions of this Article 8 with respect to Legal Defeasance. Subject to compliance with this Article 8, the Company may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

SECTION 8.03. Covenant Defeasance

Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from its obligations under the covenants contained in Sections 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.15, 4.16, 4.17 and 4.18 hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.04 hereof are satisfied (hereinafter, "***Covenant Defeasance***"), and the Notes shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03 hereof, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, Sections 6.01(d) and 6.01(e) hereof shall not constitute Events of Default.

SECTION 8.04. Conditions to Legal or Covenant Defeasance

The following shall be the conditions to the application of either Section 8.02 or 8.03 hereof to the outstanding Notes:

In order to exercise either Legal Defeasance or Covenant Defeasance:

(a) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in United States dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal amount at maturity of, premium and interest on the outstanding Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be;

(b) in the case of an election under Section 8.02 hereof, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States of America reasonably acceptable to the Trustee confirming that (A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (B) since the date of this Indenture, there has been a change in the applicable Federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the outstanding Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such Legal Defeasance and will be subject to Federal

(c) income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(d) in the case of an election under Section 8.03 hereof, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States of America reasonably acceptable to the Trustee confirming that the Holders of the outstanding Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such Covenant Defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(e) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the incurrence of Indebtedness all or a portion of the proceeds of which will be used to defease the Notes pursuant to this Article 8 concurrently with such incurrence and the grant of a Lien to secure such Indebtedness) or insofar as Section 6.01 (g) or 6.01(h) hereof is concerned, at any time in the period ending on the 91st day after the date of deposit;

(f) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under this Indenture (other than a Default or an Event of Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowing) or any other material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(g) the Company shall have delivered to the Trustee an Opinion of Counsel (which may be subject to customary exceptions) to the effect that (A) the trust funds will not be subject to any rights of holders of Senior Debt including, without limitation, those arising under this Indenture, and (B) after the 91st day following the deposit, the trust funds will not be subject to the effect of the preference provisions of Section 547 of the United States Federal Bankruptcy Code;

(h) the Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders over any other creditors of the Company or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company or others;

(i) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with; and

(j) the Company shall have paid or duly provided for payment of all amounts then due to the Trustee pursuant to Section 7.07 hereof.

Notwithstanding the foregoing, the Opinion of Counsel required by clause (b) above with respect to a Legal Defeasance need not be delivered if all Notes not therefor delivered to the Trustee for cancellation (A) have become due and payable, or (B) will become due and payable on the maturity date within one year under arrangements satisfactory to the Trustee for giving of notice of redemption by the Trustee in the name, and at the expense, of the Company

SECTION 8.05. Deposited Money and U.S. Government Securities to Be Held in Trust; Other Miscellaneous Provisions

All cash and non-callable U.S. Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "***Trustee***") pursuant to Section 8.04 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such cash and securities need not be segregated from other funds except to the extent required by law.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or non-callable U.S. Government Securities deposited pursuant to Section 8.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Anything in this Article 8 to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the request of the Company any money or non-callable U.S. Government Securities held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(a) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

SECTION 8.06. Satisfaction and Discharge

This Indenture shall be discharged and shall cease to be of further effect (except as to surviving rights or registration of transfer or exchange of the Notes, as expressly provided for in this Indenture) as to all outstanding Notes when (i) either (a) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust) have been delivered to the Trustee for cancellation or (b) all Notes not theretofore delivered to the Trustee for cancellation have become due and payable, pursuant to an optional redemption notice or otherwise, and the Company has irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest on the Notes to the date of deposit together with irrevocable instructions from the Company directing the Trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be; (ii) the Company has paid all other sums payable under this Indenture by the Company; and (iii) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent under this Indenture relating to the satisfaction and discharge of this Indenture have been complied with.

SECTION 8.07. Repayment to Company.

Any cash or non-callable U.S. Government Securities deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, premium, if any, or interest on, any Note and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Company on its request or (if then held by the Company) shall be discharged from such trust; and the Holder shall thereafter, as an unsecured creditor,

look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such cash and securities, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in The New York Times and The Wall Street Journal (national edition), notice that such cash and securities remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such cash and securities then remaining will be repaid to the Company.

SECTION 8.08. Reinstatement

If the Trustee or Paying Agent is unable to apply any cash or non-callable U.S. Government Securities in accordance with Section 8.02 or 8.03, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 until such time as the Trustee or Paying Agent is permitted to apply all such cash and securities in accordance with Section 8.02 or 8.03, as the case may be; provided, however, that, if the Company makes any payment of principal of, premium, if any, or interest on any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders to receive such payment from the cash and securities held by the Trustee or Paying Agent.

SECTION 8.09. Survival

The Trustee's rights under this Article 8 shall survive termination of this Indenture or the resignation of the Trustee.

ARTICLE 9 AMENDMENT, SUPPLEMENT AND WAIVER

SECTION 9.01. Without Consent of Holder

Notwithstanding Section 9.02 of this Indenture, the Company and the Trustee may amend or supplement this Indenture, the Guarantees or the Notes without the consent of any Holder of a Note to:

(a) cure any ambiguity, defect or inconsistency;

(b) provide for uncertificated Notes in addition to or in place of certificated Notes or to alter the provisions of Article 2 or Exhibit A hereof relating to the form of the Notes (including the related definitions) in a manner that does not materially adversely affect any Holder;

(c) provide for the assumption of the Company's or a Guarantor's obligations to the Holders of the Notes by a successor to the Company or a Guarantor pursuant to Article 5 or Article 11 hereof;

(d) make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights hereunder of any Holder of the Notes;

(e) comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA;

(f) provide for the issuance of Additional Notes in accordance with the limitations set forth in this Indenture;

(g) allow any Guarantor to execute a supplemental indenture and/or a Guarantee with respect to the Notes;

(h) remove a Guarantor which, in accordance with the terms of the Indenture, ceases to be liable in respect of its Guarantee;

(i) make appropriate provision in connection with the appointment of a successor trustee; or

(j) conform the text of the Indenture, the Guarantees or the Notes to any provision of the "Description of Notes" contained in the final offering document relating to the original offering of the Notes to the extent that such provision in the Description of Notes was intended to be a verbatim recitation of a provision of the Indenture, the Guarantees or the Notes.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental Indenture, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee shall join with the Company and the Guarantors in the execution of any amended or supplemental Indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental Indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

SECTION 9.02. With Consent of Holders of Notes

Except as provided below in this Section 9.02, this Indenture (including Sections 3.09, 4.10 and 4.13 hereof), the Guarantees and the Notes may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding voting as a single class (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), and, subject to Sections 6.04 and 6.07 hereof, any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, or interest on the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture, the Guarantees or the Notes may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes voting as a single class (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes). Section 2.08 hereof shall determine which Notes are considered to be "outstanding" for purposes of this Section 9.02.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental Indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee shall join with the Company in the execution of such amended or supplemental Indenture unless such amended or supplemental Indenture directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental Indenture.

It shall not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Company shall mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental Indenture or waiver. Subject to Sections 6.04 and 6.07 hereof, the Holders of a majority in aggregate principal amount of the Notes then outstanding voting as a single class may waive compliance in a particular instance by the Company with any provision of this Indenture or the Notes. However, without the consent of each Holder affected, an amendment or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

(a) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(b) reduce the rate of or change or have the effect of changing the time for payment of interest, including defaulted interest, on any Note;

(c) reduce the principal of or change or have the effect of changing the fixed maturity of any Note, or change the date on which any Note may be subject to redemption or reduce the redemption price therefor;

(d) make any Notes payable in money other than that stated in the Notes;

(e) make any change in the provisions of this Indenture protecting the right of each Holder to receive payment of principal of and interest on such Note on or after the due date thereof or to bring suit to enforce such payment, or permitting Holders of a majority in principal amount of Notes to waive Defaults or Events of Default; or

(f) after the Company's obligation to purchase Notes arises thereunder, amend, change or modify in any material respect the obligation of the Company to make and consummate a Change of Control Offer in the event of a Change of Control or modify any of the provisions or definitions with respect thereto after a Change of Control has occurred.

Any modification or change in any provision of Article 10, Article 12 or the related definitions affecting the subordination or ranking of the Notes in a manner which adversely affects the Holders will require the consent of the Holders of at least 75% in principal amount of the outstanding Notes.

An amendment under this Section may not make any change that adversely affects the rights under Article 10 or 12 hereof or any supplemental indenture to this Indenture providing for a Guarantee of the Notes by a Restricted Subsidiary of the Company of any holder of Senior Debt of the Company or of a Guarantor then outstanding (including any such change of this paragraph of this Section 9.02) unless the holders of such Senior Debt (or their Representative) consent to such change.

SECTION 9.03. Compliance with Trust Indenture Act

Every amendment or supplement to this Indenture or the Notes shall be set forth in a amended or supplemental indenture that complies with the TIA as then in effect.

SECTION 9.04. Revocation and Effect of Consents

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion thereof that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder or subsequent Holder may revoke the consent as to its Note or portion thereof if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver shall become effective in accordance with its terms and thereafter shall bind every Holder.

SECTION 9.05. Trustee to Sign Amendments

The Trustee shall sign any amended or supplemental indenture authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. None of the Company nor any Guarantor may sign an amendment or supplemental indenture until its board of directors (or committee serving a similar function) approves it. In executing any amended or supplemental indenture, the Trustee shall be provided with and (subject to Section 7.01 hereof) shall be fully protected in relying upon an Officers' Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture and that such amended or supplemental indenture is the legal, valid and binding obligations of the Company enforceable against it in accordance with its terms, subject to customary exceptions and that such amended or supplemental indenture complies with the provisions hereof (including Section 9.03).

ARTICLE 10 SUBORDINATION

SECTION 10.01. Agreement to Subordinate.

The Company agrees, and each Holder by accepting a Note agrees, that the Indebtedness evidenced by the Notes is subordinated in right of payment, to the extent and in the manner provided in this Article 10, to the prior payment of all Senior Debt of the Company and that the subordination is for the benefit of and enforceable by the holders of such Senior Debt. The Notes shall in all respects rank *pari passu* with all other Senior Subordinated Debt of the Company and only Indebtedness of the Company that is Senior Debt shall rank senior to the Notes in accordance with the provisions set forth herein. All provisions of this Article 10 shall be subject to Section 10.12.

SECTION 10.02. Liquidation, Dissolution, Bankruptcy.

Upon any payment or distribution of the assets of the Company to creditors upon a total or partial liquidation or a total or partial dissolution of such Guarantor or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property:

(1) holders of Senior Debt of the Company shall be entitled to receive payment in full in cash of such Senior Debt before Holders shall be entitled to receive any payment; and

(2) until the Senior Debt of the Company is paid in full in cash, any payment or distribution to which Holders would be entitled but for this Article 10 shall be made to holders of such Senior Debt as their interests may appear, except that Holders may receive and retain Permitted Junior Securities and payments of such Guarantor that are subordinated to such Senior Debt to at least the same extent as the Notes.

SECTION 10.03. Default on Senior Debt of Guarantor

The Company shall not pay the principal of, premium, if any, or interest on the Notes or make any deposit pursuant to Section 8.04 and may not purchase, redeem or otherwise retire any Notes (collectively, "***pay the Notes***") if either of the following (a "***Payment Default***") occurs: (1) any Designated Senior Debt of the Company is not paid in full in cash when due; or (2) any other default on Designated Senior Debt of the Company occurs and the maturity of such Designated Senior Debt is accelerated in accordance with its terms unless, in either case, the Payment Default has been cured or waived and any such acceleration has been rescinded or such Designated Senior Debt has been paid in full in cash; provided, however, that the Company shall be entitled to pay the Notes without regard to the foregoing if the Company and the Trustee receive written notice approving such payment from the Representative of any Designated Senior Debt with respect to which the Payment Default has occurred and is continuing. During the continuance of any default (other than a Payment Default) with respect to any Designated Senior Debt of the Company pursuant to which the maturity thereof may be accelerated without further notice (except such notice as may be required to effect such acceleration) or the expiration of any applicable grace periods, the Company shall not pay the Notes for a period (a "***Payment Blockage Period***") commencing upon the receipt by the Trustee of (with a copy to the Company) written notice (a "***Blockage Notice***") of such default from the Representative of such Designated Senior Debt specifying an election to effect a Payment Blockage Period and ending 179 days thereafter. The Payment Blockage Period shall end earlier if such Payment Blockage Period is terminated (1) by written notice to the Trustee and the Company from the Person or Persons who gave such Blockage Notice; (2) because the default giving rise to such Blockage Notice is cured, waived or otherwise no longer continuing; or (3) because such Designated Senior Debt has been discharged or repaid in full in cash. Notwithstanding the provisions described in the immediately preceding two sentences (but subject to the provisions contained in the first sentence of this Section), unless the holders of such Designated Senior Debt or the Representative of such Designated Senior Debt shall have accelerated the maturity of such Designated Senior Debt, the Company shall be entitled to resume payments on the Notes after termination of such Payment Blockage Period. The Notes shall not be subject to more than one Payment Blockage Period in any consecutive 360-day period, irrespective of the number of defaults with respect to Designated Senior Debt of the Company during such period; provided, however, that if any Blockage Notice within such 360-day period is given by or on behalf of any holders of Designated Senior Debt of the Company (other than the Representative under the Credit Facility), a Representative under the Credit Facility shall be entitled to give another Blockage Notice within such period; *provided further*, *however*, that in no event may the total number of days during which any Payment Blockage Period or Periods is in effect exceed 179 days in the aggregate during any 360-day consecutive period, and there must be 181 days during any 360-day consecutive period during which no Payment Blockage Period is in effect. For purposes of this Section, no default or event of default which existed or was continuing on the date of the commencement of any Payment Blockage Period with respect to the Designated Senior Debt of the Company initiating such Payment Blockage Period shall be, or be made, the basis of the commencement of a subsequent Payment Blockage Period by the Representative of such Designated Senior Debt, whether or not within a period of 360 consecutive days, unless such default or event of default shall have been cured or waived for a period of not less than 90 consecutive days.

SECTION 10.04. Acceleration of Payment of Notes

If payment of the Notes is accelerated because of an Event of Default, the Company or the made Trustee shall promptly notify the holders of the Designated Senior Debt of the Company (or their Representatives) of the acceleration.

SECTION 10.05. When Distribution Must Be Paid Over

If a payment or distribution is made to Holders that because of this Article 10 should not have been made to them, the Trustee or the Holders who receive the distribution shall hold it in trust for holders of the Senior Debt of the Company and pay it over to them or their Representatives as their interests may appear. If any Designated Senior Debt of a Guarantor is outstanding, such Guarantor shall not make a payment on its Guarantee until five Business Days after the Representatives of all the issues of Designated Senior Debt of the Company receive notice of such acceleration and, thereafter, shall be entitled to pay the Notes only if this Article 10 otherwise permits payment at that time.

SECTION 10.06. Subrogation

After all Senior Debt of the Company is paid in full and until the Notes are paid in full, Holders shall be subrogated to the rights of holders of such Senior Debt to receive distributions applicable to such Senior Debt. A distribution made under this Article 10 to holders of such Senior Debt that otherwise would have been made to Holders is not, as between the Company and Holders, a payment by the Company on such Senior Debt.

SECTION 10.07. Relative Rights

This Article 10 defines the relative rights of Holders and holders of Senior Debt of the Company. Nothing in this Indenture shall:

(a) impair, as between the Company and Holders, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest on the Notes in accordance with their terms; or

(b) affect the relative rights of Holders and creditors of the Company other than their rights in relation to holders of Senior Debt; or

(c) prevent the Trustee or any Holder from exercising its available remedies upon a Default, subject to the rights of holders of Senior Debt of the Company to receive distributions otherwise payable to Holders.

SECTION 10.08. Subordination May Not Be Impaired by the Company

No right of any holder of Senior Debt of the Company to enforce the subordination of the Indebtedness evidenced by the Notes shall be impaired by any act or failure to act by the Company or by its failure to comply with this Indenture.

SECTION 10.09. Rights of Trustee and Paying Agent

Notwithstanding anything in this Article 10, the Trustee or Paying Agent may continue to make payments on the Notes and shall not be charged with knowledge of the existence of facts that would prohibit the making of any such payments to or by the Trustee unless and until, not less than two Business Days prior to the date of such payment, a Responsible Officer receives written notice satisfactory to it that payments may not be made under this Article 10. The Company, a Representative or a holder of Senior Debt of the Company may give the notice; provided, however, that, if an issue of Senior Debt of the Company has a Representative, only the Representative may give the notice.

The Trustee in its individual or any other capacity may hold Senior Debt of the Company with the same rights it would have if it were not Trustee. The Paying Agent may do the same with like rights. The Trustee shall be entitled to all the rights set forth in this Article 10 with respect to any Senior Debt of the Company that may at any time be held by it, to the same extent as any other holder of Senior Debt; and nothing in Article 7 shall deprive the Trustee of any of its rights as such holder. Nothing in this Article 10 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 7.07.

SECTION 10.10. Distribution or Notice to Representative

Whenever a distribution is to be made or a notice given to holders of Senior Debt of the Company, the distribution may be made and the notice given to their Representative (if any).

SECTION 10.11. Not to Prevent Events of Default or Limit Rights to Accelerate

The failure to make any payment pursuant to the Notes by reason of any provision in this Article 10 shall not be construed as preventing the occurrence of a Default. Nothing in this Article 10 shall have any effect on the right of the Holders or the Trustee to accelerate the maturity of the Notes

SECTION 10.12. Trustee Moneys Not Subordinated

Notwithstanding anything contained herein to the contrary, payments from money or the proceeds of U.S. Government Securities held in trust under Article 8 hereof by the Trustee for the payment of principal of and interest on the Notes shall not be subordinated to the prior payment of any Senior Debt of the Company or subject to the restrictions set forth in this Article 10 if the provisions of this Article 10 were not violated at the time funds were deposited in trust with the Trustee pursuant to Article 8 hereof, and none of the Holders shall be obligated to pay over any such amount to the Company or any holder of Senior Debt of the Company or any other creditor of the Company.

SECTION 10.13. Trustee Entitled to Rely

Upon any payment or distribution pursuant to this Article 10, the Trustee and the Holders shall be entitled to rely (a) upon any order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section 10.02 are pending, (b) upon a certificate of the liquidating trustee or agent or other Person making such payment or distribution to the Trustee or to the Holders or (c) upon a certificate of the Representative of the holders of Senior Debt of the Company or, if there is no Representative, the holders of Senior Debt of the Company for the purpose of ascertaining the Persons entitled to participate in such payment or distribution, the holders of Senior Debt and other Indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 10. In the event that the Trustee determines, in good faith, that evidence is required with respect to the right of any Person as a holder of Senior Debt of the Company to participate in any payment or distribution pursuant to this Article 10, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of such Senior Debt held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and other facts pertinent to the rights of such Person under this Article 10, and, if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment. The provisions of Sections 7.01 and 7.02 shall be applicable to all actions or omissions of actions by the Trustee pursuant to this Article 10.

SECTION 10.14. Trustee to Effectuate Subordination

Each Holder by accepting a Note authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination between the

Holders and the holders of Senior Debt of the Company as provided in this Article 10 and appoints the Trustee as attorney-in-fact for any and all such purposes.

SECTION 10.15. Trustee Not Fiduciary for Holders of Senior Debt of the Company

The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Debt of the Company and shall not be liable to any such holders if it shall mistakenly pay over or distribute to Holders or the Company or any other Person, money or assets to which any holders of such Senior Debt shall be entitled by virtue of this Article 10 or otherwise, except if such mistake was the result of the Trustee's gross negligence or willful misconduct.

SECTION 10.16. Reliance by Holders of Senior Debt of the Company on Subordination Provisions

Each Holder by accepting a Note acknowledges and agrees that the foregoing subordination provisions are, and are intended to be, an inducement and a consideration to each holder of any Senior Debt of the Company, whether such Senior Debt was created or acquired before or after the issuance of the Notes, to acquire and continue to hold, or to continue to hold, such Senior Debt and such holder of Senior Debt shall be deemed conclusively to have relied on, and is a third party beneficiary of, such subordination provisions in acquiring and continuing to hold, or in continuing to hold, such Senior Debt.

ARTICLE 11 GUARANTEES

SECTION 11.01. Guarantees

Each Guarantor hereby unconditionally and irrevocably guarantees, jointly and severally, to each Holder and to the Trustee and its successors and assigns (a) the full and punctual payment of principal of and interest on the Notes when due, whether at maturity, by acceleration, by redemption or otherwise, and all other monetary obligations of the Company under this Indenture and the Notes and (b) the full and punctual performance within applicable grace periods of all other obligations of the Company under this Indenture and the Notes (all the foregoing being hereinafter collectively called the "***Guaranteed Obligations***"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from such Guarantor and that such Guarantor will remain bound under this Article 11 notwithstanding any extension or renewal of any Guaranteed Obligation.

Each Guarantor waives presentation to, demand of, payment from and protest to the Company of any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Guarantor waives notice of any default under the Notes or the Guaranteed Obligations. The obligations of each Guarantor hereunder shall not be affected by (a) the failure of any Holder or the Trustee to assert any claim or demand or to enforce any right or remedy against the Company or any other Person under this Indenture, the Notes or any other agreement or otherwise; (b) any extension or renewal of any thereof; (c) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes or any other agreement; (d) the release of any security held by any Holder or the Trustee for the Guaranteed Obligations or any of them; (e) the failure of any Holder or the Trustee to exercise any right or remedy against any other guarantor of the Obligations; or (f) except as set forth in Section 11.06, any change in the ownership of such Guarantor.

Each Guarantor further agrees that its Guarantee herein constitutes a guarantee of payment, performance and compliance when due (and not a guarantee of collection) and waives any right to require that any resort be had by any Holder or the Trustee to any security held for payment of the Guaranteed Obligations.

Each Guarantee is, to the extent and in the manner set forth in Article 12 hereof, subordinated and subject in right of payment to the prior payment in full of the principal of and premium, if any, and interest on all Senior Debt of such Guarantor and each Guarantee is made subject to such provisions of this Indenture.

Each Guarantor further agrees that its Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any Guaranteed Obligation is rescinded or must otherwise be restored by any Holder or the Trustee upon the bankruptcy or reorganization of the Company or otherwise.

Each Guarantor agrees that it shall not be entitled to any right of subrogation in respect of any Guaranteed Obligations until payment in full of all Guaranteed Obligations and all obligations to which the Guaranteed Obligations are subordinated as provided in Article 12. Each Guarantor further agrees that, as between it, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the Guaranteed Obligations may be accelerated as provided in Article 6 for the purposes of Holdings' or such Guarantor's Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations, and (y) in the event of any declaration of acceleration of such Guaranteed Obligations as provided in Article 6, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by such Guarantor for the purposes of this Section.

Each Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees) incurred by the Trustee or any Holder in enforcing any rights under this Section.

SECTION 11.02. Limitation on Liability

Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor (a) not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee, and (b) not result in a distribution to shareholders not permitted under the applicable state law. Any term or provision of this Indenture to the contrary notwithstanding, the maximum aggregate amount of the Obligations guaranteed hereunder by any Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Indenture, as it relates to such Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

SECTION 11.03. Successors and Assigns

This Article 11 shall be binding upon each Guarantor and its successors and assigns and shall enure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges conferred upon that party in this Indenture and in the Notes shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture.

SECTION 11.04. No Waiver

Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article 11 shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article 11 at law, in equity, by statute or otherwise.

SECTION 11.05. [Reserved]

SECTION 11.06. Release of Guarantor

(a) Upon the sale (including any sale pursuant to any exercise of remedies by a holder of Senior Debt of the Company or of any Guarantor) or other disposition (including by way of consolidation or merger) of a Guarantor or (b) the sale or disposition of all or substantially all the assets of such Guarantor (in case of clauses (a) and (b), other than a sale or disposition to the Company or an Affiliate of the Company and if in connection therewith the Company provides an Officers' Certificate to the Trustee to the effect that the Company will comply with its obligations under Section 4.10 hereof in respect of such disposition), (c) upon the release of such Guarantor from its guarantee, if any, of all pledges and security, if any, granted by such Guarantor in connection with the Credit Facility or (d) upon designation of a Guarantor as an Unrestricted Subsidiary pursuant to the terms of this Indenture, such Guarantor shall be deemed released from all obligations under this Article 11 without any further action required on the part of the Trustee or any Holder. If the Company exercises its Legal Defeasance option or its Covenant Defeasance option in accordance with the provisions of Article 8 hereof or if its obligations under this Indenture are discharged in accordance with Section 8.06 hereof, each Guarantor shall be released from all obligations under this Article 11 without any further action required on the part of the Trustee or any Holder. At the request of the Company, the Trustee shall execute and deliver an appropriate instrument evidencing the release of a Guarantor pursuant to this Section 11.06.

SECTION 11.07. Contribution

Each Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all Guaranteed Obligations to contribution from each Guarantor, as applicable, in an amount equal to such Guarantor's pro rata portion of such payment based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with GAAP.

SECTION 11.08. Parity with Guarantees Delivered Under the 2002 Indenture.

Notwithstanding anything to the contrary contained in any provision of this Indenture or any Notes issued hereunder on the date hereof, the Guarantees delivered under this Indenture on the date hereof shall rank in parity in all respect to the Guarantees delivered or deliverable under the 2002 Indenture.

ARTICLE 12 SUBORDINATION OF GUARANTEES

SECTION 12.01. Agreement to Subordinate.

Each Guarantor agrees, and each Holder by accepting a Note agrees, that the Indebtedness evidenced by such Guarantor's Guarantee is subordinated in right of payment, to the extent and in the manner provided in this Article 12, to the prior payment of all Senior Debt of such Guarantor and that the subordination is for the benefit of and enforceable by the holders of such Senior Debt. The Guaranteed Obligations of a Guarantor shall in all respects rank *pari passu* with all other Senior Subordinated Debt of such Guarantor and only Senior Debt of such Guarantor (including such Guarantor's Guarantee of Senior Debt of the Company) shall rank senior to the Guaranteed Obligations of such Guarantor in accordance with the provisions set forth herein.

SECTION 12.02. Liquidation, Dissolution, Bankruptcy.

Upon any payment or distribution of the assets of any Guarantor to creditors upon a total or partial liquidation or a total or partial dissolution of such Guarantor or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to such Guarantor or its property:

(1) holders of Senior Debt of such Guarantor shall be entitled to receive payment in full in cash of such Senior Debt before Holders shall be entitled to receive any payment pursuant to the Guarantee of such Guarantor; and

(2) until the Senior Debt of any Guarantor is paid in full in cash, any payment or distribution to which Holders would be entitled but for this Article 12 shall be made to holders of such Senior Debt as their interests may appear, except that Holders may receive and retain Permitted Junior Securities and payments of such Guarantor that are subordinated to such Senior Debt to at least the same extent as its Guarantee.

SECTION 12.03. Default on Senior Debt of Guarantor

No Guarantor shall make any payment on its Guarantee or purchase, redeem or otherwise retire or defease any Notes or other Guaranteed Obligations (collectively, "***pay its Guarantee***") if either of the following (a "***Payment Default***") occurs (1) any Designated Senior Debt of such Guarantor is not paid in full in cash when due; or (2) any other default on Designated Senior Debt of such Guarantor occurs and the maturity of such Designated Senior Debt is accelerated in accordance with its terms; unless, in either case, the Payment Default has been cured or waived and any such acceleration has been rescinded or such Designated Senior Debt has been paid in full in cash; provided, however, that any Guarantor shall be entitled to pay its Guarantee without regard to the foregoing if such Guarantor and the Trustee receive written notice approving such payment from the Representative of any Designated Senior Debt with respect to which the Payment Default has occurred and is continuing. During the continuance of any default (other than a Payment Default) with respect to any Designated Senior Debt of such Guarantor pursuant to which the maturity thereof may be accelerated immediately without further notice (except such notice as may be required to effect such acceleration) or the expiration of any applicable grace periods, such Guarantor shall not pay its Guarantee for a period (a "***Payment Blockage Period***") commencing upon the receipt by the Trustee of (with a copy to such Guarantor) written notice (a "***Blockage Notice***") of such default from the Representative of such Designated Senior Debt specifying an election to effect a Payment Blockage Period and ending 179 days thereafter. The Payment Blockage Period shall end earlier if such Payment Blockage Period is terminated (1) by written notice to the Trustee and such Guarantor from the Person or Persons who gave such Blockage Notice; (2) because the default giving rise to such Blockage Notice is cured, waived or otherwise no longer continuing; or (3) because such Designated Senior Debt has been discharged or repaid in full in cash. Notwithstanding the provisions described in the immediately preceding two sentences (but subject to the provisions contained in the first sentence of this Section), unless the holders of such Designated Senior Debt giving such Payment Notice or the Representative of such Designated Senior Debt shall have accelerated the maturity of such Designated Senior Debt, any Guarantor shall be entitled to resume payments pursuant to its Guarantee after termination of such Payment Blockage Period. No Guarantor shall be subject to more than one Blockage Period in any consecutive 360-day period, irrespective of the number of defaults with respect to Designated Senior Debt of such Guarantor during such period; provided, however, that if any Blockage Notice within such 360-day period is given by or on behalf of any holders of Designated Senior Debt of such Guarantor (other than the Representative under the Credit Facility), the Representative under the Credit Facility shall be entitled to give another Blockage Notice within such period; provided further, however, that in no event shall the total number of days during which any Payment Blockage Period or Periods is in effect exceed 179 days in the aggregate during any 360-day consecutive period, and there

must be 181 days during any 360-day consecutive period during which no Payment Blockage Period is in effect. For purposes of this Section, no default or event of default which existed or was continuing on the date of the commencement of any Payment Blockage Period with respect to the Designated Senior Debt such Guarantor initiating such Payment Blockage Period shall be, or be made, the basis of the commencement of a subsequent Payment Blockage Period by the Representative of such Designated Senior Debt, whether or not within a period of 360 consecutive days, unless such default or event of default shall have been cured or waived for a period of not less than 90 consecutive days.

SECTION 12.04. Demand for Payment

If a demand for payment is made on a Guarantor pursuant to Article 11 hereof, the Trustee shall promptly notify the holders of the Designated Senior Debt of such Guarantor (or their Representatives) of such demand.

SECTION 12.05. When Distribution Must Be Paid Over

If a payment or distribution is made to Holders that because of this Article 12 should not have been made to them, the Trustee or the Holders who receive the distribution shall hold it in trust for holders of the relevant Senior Debt of the applicable Guarantor and pay it over to them or their Representatives as their interests may appear. If any Designated Senior Debt of a Guarantor is outstanding, such Guarantor shall not make a payment on its Guarantee until five Business Days after the Representatives of all the issues of Designated Senior Debt of such Guarantor receive notice of such acceleration and, thereafter, shall be entitled to pay the Notes only if this Article 12 otherwise permits payment at that time.

SECTION 12.06. Subrogation

After all Senior Debt of a Guarantor is paid in full and until the Notes are paid in full, Holders shall be subrogated to the rights of holders of such Senior Debt to receive distributions applicable to Senior Debt of such Guarantor. A distribution made under this Article 12 to holders of such Senior Debt that otherwise would have been made to Holders is not, as between the relevant Guarantors and Holders, a payment by such Guarantor on such Senior Debt.

SECTION 12.07. Relative Rights

This Article 12 defines the relative rights of Holders and holders of Senior Debt of a Guarantor. Nothing in this Indenture shall:

(a) impair, as between a Guarantor and Holders, the obligation of the such Guarantor, which is absolute and unconditional, to pay its Guarantee to the extent set forth in Article 11; or

(b) affect the relative rights of Holders and creditors of the Guarantors other than their rights in relation to holders of Senior Debt; or

(c) prevent the Trustee or any Holder from exercising its available remedies upon a default by such Guarantor under its Guarantee, subject to the rights of holders of Senior Debt of such Guarantor to receive distributions otherwise payable to Holders.

SECTION 12.08. Subordination May Not Be Impaired by Guarantor

No right of any holder of Senior Debt of any Guarantor to enforce the subordination of the Guarantee of such Guarantor shall be impaired by any act or failure to act by such Guarantor or by its failure to comply with this Indenture.

SECTION 12.09. Rights of Trustee and Paying Agent

Notwithstanding anything in this Article 12, the Trustee or Paying Agent may continue to make payments on any Guarantee and shall not be charged with knowledge of the existence of facts that would prohibit the making of any such payments to or by the Trustee unless and until, not less than two Business Days prior to the date of such payment, a Responsible Officer receives written notice satisfactory to it that payments may not be made under this Article 12. The Company, the relevant Guarantor, the Registrar, the Paying Agent, a Representative or a holder of Senior Debt of any Guarantor may give the notice; provided, however, that, if an issue of Senior Debt of any Guarantor has a Representative, only the Representative may give the notice.

The Trustee in its individual or any other capacity may hold Senior Debt of any Guarantor with the same rights it would have if it were not Trustee. The Paying Agent may do the same with like rights. The Trustee shall be entitled to all the rights set forth in this Article 12 with respect to any Senior Debt of any Guarantor that may at any time be held by it, to the same extent as any other holder of Senior Debt; and nothing in Article 7 shall deprive the Trustee of any of its rights as such holder. Nothing in this Article 12 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 7.07.

SECTION 12.10. Distribution or Notice to Representative

Whenever a distribution is to be made or a notice given to holders of Senior Debt of any Guarantor, the distribution may be made and the notice given to their Representative (if any).

SECTION 12.11. Article 12 Not to Prevent Events of Default or Limit Right to Demand Payment

The failure to make any payment to a Guarantee by reason of any provision in this Article 12 shall not be construed as preventing the occurrence of a Default. Nothing in this Article 12 shall have any effect on the right of the Holders or the Trustee to make a demand for payment on any Guarantor pursuant to its Guarantee.

SECTION 12.12. Trustee Entitled to Rely

Upon any payment or distribution pursuant to this Article 12, the Trustee and the Holders shall be entitled to rely (a) upon any order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section 12.02 are pending, (b) upon a certificate of the liquidating trustee or agent or other Person making such payment or distribution to the Trustee or to the Holders or (c) upon a certificate of the Representative of the holders of Senior Debt of any Guarantor or, if there is no Representative, the holders of Senior Debt of any Guarantor for the purpose of ascertaining the Persons entitled to participate in such payment or distribution, the holders of Senior Debt and other indebtedness of such Guarantor, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 12. In the event that the Trustee determines, in good faith, that evidence is required with respect to the right of any Person as a holder of Senior Debt of any Guarantor to participate in any payment or distribution pursuant to this Article 12, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of such Senior Debt of such Guarantor held by such Person, the extent to which such Person is

entitled to participate in such payment or distribution and other facts pertinent to the rights of such Person under this Article 12, and, if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment. The provisions of Sections 7.01 and 7.02 shall be applicable to all actions or omissions of actions by the Trustee pursuant to this Article 12.

SECTION 12.13. Trustee to Effectuate Subordination

Each Holder by accepting a Note authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination between the Holders and the holders of Senior Debt of any Guarantor as provided in this Article 12 and appoints the Trustee as attorney-in-fact for any and all such purposes.

SECTION 12.14. Trustee Not Fiduciary for Holders of Senior Debt of Guarantor

The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Debt of any Guarantor and shall not be liable to any such holders if it shall mistakenly pay over or distribute to Holders or the Company or any other Person, money or assets to which any holders of such Senior Debt shall be entitled by virtue of this Article 12 or otherwise, except if such mistake was the result of the Trustee's gross negligence or willful misconduct.

SECTION 12.15. Reliance by Holders of Senior Debt of Guarantors on Subordination Provisions

Each Holder by accepting a Note acknowledges and agrees that the foregoing subordination provisions are, and are intended to be, an inducement and a consideration to each holder of any Senior Debt of any Guarantor, whether such Senior Debt was created or acquired before or after the issuance of the Notes, to acquire and continue to hold, or to continue to hold, such Senior Debt and such holder of Senior Debt shall be deemed conclusively to have relied on, and is a third party beneficiary of, such subordination provisions in acquiring and continuing to hold, or in continuing to hold, such Senior Debt.

ARTICLE 13 MISCELLANEOUS

SECTION 13.01. Trust Indenture Act Controls

If any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in this Indenture by the TIA, the provision required by the TIA shall control.

SECTION 13.02. Notices

Any notice or communication by the Company or the Trustee to the other is duly given if in writing and delivered in person or mailed by first class mail (registered or certified, return receipt requested), facsimile or electronic transmission or overnight air courier guaranteeing next-day delivery, to the other's address:

If to the Company:

Jarden Corporation
555 Theodore Fremd Avenue
Rye, New York 10580
Attention: Chief Financial Officer
Telecopier No.: (914) 967-9405

With a copy to:

Kane Kessler, P.C.
1350 Avenue of the Americas
New York, New York 10019
Attention: Robert L. Lawrence, Esq.
Mitchell D. Hollander, Esq.
Telecopier No. (212) 245-3009

If to the Trustee:

The Bank of New York
101 Barclay Street – 8W
New York, New York 10286
Attention: Corporate Trust Administration
Telecopier No.: (212) 815-5707

The Company or the Trustee, by notice to the other, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to the Trustee or Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if sent by facsimile transmission; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next-day delivery. All notices and communications to the Trustee or Holders shall be deemed duly given and effective only upon receipt.

Any notice or communication to a Holder shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next-day delivery to its address shown on the security register for the Notes. Any notice or communication shall also be so mailed to any Person described in TIA § 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

SECTION 13.03. Communication by Holders of Notes with Other Holders of Notes

Holders may communicate pursuant to TIA §312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA §312(c).

SECTION 13.04. Certificate and Opinion as to Conditions Precedent

Upon any request or application by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee:

(a) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been complied with.

SECTION 13.05. Statements Required in Certificate or Opinion

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA §314(a)(4)) shall comply with the provisions of TIA §314(e) and shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable such Person to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

SECTION 13.06. Rules by Trustee and Agents

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

SECTION 13.07. No Personal Liability of Directors, Officers, Employees and Stockholders.

No past, present or future director, officer, employee, incorporator or stockholder of the Company, any Guarantor or the Trustee, as such, shall have any liability for any obligations of the Company or of the Guarantors under the Notes, this Indenture, the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

SECTION 13.08. Governing Law.

THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE AND THE NOTES WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

SECTION 13.09. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

SECTION 13.10. Successors.

All covenants and agreements of the Company in this Indenture and the Notes shall bind its successors. All covenants and agreements of the Trustee in this Indenture shall bind its successors.

SECTION 13.11. Severability.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 13.12. Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 13.13. Table of Contents, Headings, Etc.

The Table of Contents, Cross-Reference Table and Headings in this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 13.14. Force Majeure.

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

[Signatures on following page]

SIGNATURES

Dated as the date first written above

ISSUER:

JARDEN CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Chief Financial Officer

GUARANTORS:

ALLTRISTA PLASTICS CORPORATION
AMERICAN HOUSEHOLD, INC.
BICYCLE HOLDING, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
FIRST ALERT, INC.
FIRST ALERT HOLDINGS, INC.
HEARTHMARK, LLC
JARDEN ACQUISITION I, INC.
JARDEN ZINC PRODUCTS, INC.
KANSAS ACQUISITION CORP.
L.A. SERVICES, INC.
LASER ACQUISITION CORP.
QUOIN, LLC
SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.
THE UNITED STATES PLAYING CARD COMPANY
USPC HOLDING, INC.

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Treasurer

HOLMES MOTOR CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Secretary

SUNBEAM AMERICAS HOLDINGS, LLC

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: President

TRUSTEE:

THE BANK OF NEW YORK

By: /s/ Julie Salovitch-Miller
Name: Julie Salovitch-Miller
Title: Vice President

EXHIBIT A

[FORM OF FACE OF NOTE]

No. **$**

CUSIP No. 471109AB4

7 1/2% Senior Subordinated Notes Due 2017

Jarden Corporation, a Delaware corporation, promises to pay to [ ], or registered assigns, the principal sum of [ ] Dollars ($) on , 2017.

Interest Payment Dates: May 1 and November 1.

Record Dates: April 15 and October 15.

Additional provisions of this Note are set forth on the other side of this Note.

JARDEN CORPORATION

By: _____
Name:
Title:

Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

THE BANK OF NEW YORK
as Trustee, certifies that this is one of
the [Global] Notes referred to in the within mentioned Indenture.

By: _____
Authorized Signatory

[GLOBAL NOTE LEGEND]

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06 OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

[FORM OF REVERSE SIDE OF NOTE]

7 1/2% Senior Subordinated Notes due 2017

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest

Jarden Corporation, a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "***Company***"), promises to pay interest on the principal amount of this Note at the rate per annum shown above. The Company will pay interest semi-annually in arrears on May 1 and November 1 of each year, or, if such date is not a Business Day, on the next succeeding Business Day (each, an "***Interest Payment Date***"), commencing . Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance of this Note. The Company shall pay interest on overdue principal and premium, if any, and interest on overdue installments of interest, to the extent lawful, at a rate that is 1% per annum in excess of the rate then in effect. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment

The Company will pay interest on the Notes to the Persons who are registered Holders of Notes at the close of business on the April 15 or October 15 next preceding the Interest Payment Date, even if such Notes are canceled after such record date and on or before such Interest Payment Date, except with respect to defaulted interest. The Notes will be payable as to principal, premium and interest at the office or agency of the Company maintained for such purpose within or without the City and State of New York, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the register of Holders, and provided that payment by wire transfer of immediately available funds will be required with respect to principal of and interest and premium on all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its judgment), to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America at the time of payment is legal tender for payment of public and private debts.

3. Paying Agent and Registrar

Initially, The Bank of New York (the "***Trustee***"), will act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent or Registrar without notice to any holder. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

4. Indenture

The Company issued the Notes under an Indenture dated as of February 13, 2007, as supplemented by that (collectively, the "***Indenture***")3, each among the Company, the Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as

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3 Add the appropriate reference in the executed Note.

amended (15 U.S.C. §§ 77aaa-77bbbb) as in effect on the date of the Indenture (the "***TIA***"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture and the TIA for a statement of those terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

The Company shall be entitled, subject to its compliance with Section 4.09 of the Indenture, to issue Additional Notes pursuant to Section 2.13 of the Indenture. The Initial Notes issued on the date hereof and any Additional Notes will be treated as a single class for all purposes under the Indenture.

5. Optional Redemption

Except as set forth below, the Company shall not be entitled to redeem the Notes prior to May 1, 2012.

At any time prior to May 1, 2012, the Company may redeem all or a part of the Notes (which includes Additional Notes, if any), at a redemption price equal to 100% of the principal amount of Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, but not including, the date of redemption (the "Redemption Date"), subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date.

On and after May 1, 2012, the Company shall be entitled at its option to redeem all or a portion of the Notes at the redemption prices set forth below (expressed in percentages of principal amount on the Redemption Date) plus accrued interest to, but not including, the Redemption Date, if redeemed during the 12-month period commencing on May 1 of the years set forth below:

Year	Redemption Price
2012	103.750%
2013	102.500%
2014	101.250%
2015 and thereafter	100.000%

In addition, prior to May 1, 2010, the Company shall be entitled at its option on one or more occasions to redeem Notes in an aggregate principal amount not to exceed 35% of the aggregate principal amount of the Notes issued (which includes the Additional Notes, if any) at a redemption price (expressed as a percentage of principal amount) of 107.5%, plus accrued and unpaid interest to, but not including, the Redemption Date, with the net cash proceeds from one or more Equity Offerings; provided, however, that (1) at least 65% of such aggregate principal amount of Notes (which includes the Additional Notes, if any) remains outstanding immediately after the occurrence of each such redemption (other than Notes held, directly or indirectly, by the Company or its Affiliates); and (2) each such redemption occurs within 90 days after the date of the closing of the related Equity Offering.

6. Notice of Redemption

Notice of redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed at his or her registered address.

7. Repurchase at Option of Holder

If a Change of Control occurs, each Holder shall have the right to require that the Company purchase all or a portion of such Holder's Notes pursuant to the offer described in the Indenture (the "***Change of Control Offer***"), at a purchase price equal to 101% of the principal amount thereof plus accrued interest and Additional Interest, if any, to the date of purchase. Within 30 days following the date upon which the Change of Control occurred, the Company must send, by first class mail, a notice to each Holder, which notice shall govern the terms of the Change of Control Offer and shall be in compliance with the Indenture. Holders electing to have a Note purchased pursuant to a Change of Control Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, to the Paying Agent at the address specified in the notice.

If the Company or a Restricted Subsidiary consummates any Asset Sales, under certain circumstances the Company is required to commence an offer to all Holders of Notes (an "***Asset Sale Offer***") pursuant to Section 4.10 of the Indenture. The Asset Sale Offer may also be made to holders of other Senior Subordinated Debt of the Company or a Restricted Subsidiary of the Company requiring the making of such an offer. Pursuant to the Asset Sale Offer, the Company shall offer to purchase on a date not less than 30 nor more than 60 days following the applicable Asset Sale Offer Trigger Date, from all Holders and holders of any other Senior Subordinated Debt of the Company or a Restricted Subsidiary of the Company requiring the making of such an offer, on a *pro rata* basis, the maximum amount of Notes and such other Senior Subordinated Debt that may be purchased with the Asset Sale Offer Amount at a price equal to 100% of their principal amount (or, in the event such other Senior Subordinated Debt was issued with significant original issue discount, 100% of the accreted value thereof), plus accrued and unpaid interest thereon, if any, to the date of purchase (or, in respect of such other Senior Subordinated Debt, such lesser price, if any, as may be provided for by the terms of the Senior Subordinated Debt). If the aggregate principal amount of Notes or such other Senior Subordinated Debt surrendered by holders thereof exceeds the amount of Asset Sale Offer Amount, the Trustee shall select the Notes to be purchased on a pro rata basis. Holders of Notes that are the subject of an offer to purchase will receive a Asset Sale Offer from the Company prior to any related purchase date and may elect to have such Notes purchased by completing the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes.

8. Denominations; Transfer; Exchange

The Notes are in registered form without coupons in denominations of $1,000 principal and integral multiples thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Notes selected for redemption (except, in the case of a Note to be redeemed in part, the portion of the Note not to be redeemed) or any Notes for a period of 15 days before a selection of Notes to be redeemed or 15 days before an Interest Payment Date.

9. Persons Deemed Owners

The registered Holder of this Note may be treated as the owner of it for all purposes.

10. Discharge and Defeasance

Subject to certain conditions, the Company at any time shall be entitled to terminate some or

all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Securities for the payment of principal and interest on the Notes to redemption or maturity, as the case may be.

11. Amendment, Waiver

Subject to certain exceptions, the Indenture, the Guarantees or the Notes may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the then outstanding Notes voting as a single class (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), and any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, or interest on the notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of the Indenture, the Guarantees or the Notes may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes voting as a single class (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes). Without the consent of any Holder of a Note, the Indenture, the Guarantees or the Notes may be amended to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes or to alter the provisions of Article 2 of the Indenture or Exhibit A to the Indenture relating to the form of the Notes (including the related definitions) in a manner that does not materially adversely affect any Holder, to provide for the assumption of the Company's or any Guarantor's obligations to Holders of the Notes by a successor to the Company or a Guarantor pursuant to Article 5 or Article 11 of the Indenture, to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights under the Indenture of any such Holder, to comply with the requirements of the SEC in order to effect or maintain the qualification of the Indenture under the TIA, to provide for the issuance of Additional Notes in accordance with the limitations set forth in the Indenture, to allow any Guarantor to execute a supplemental indenture and/or a Guarantee with respect to the Notes, to remove a Guarantor, which, in accordance with the terms of the Indenture, ceases to be liable in respect of its Guarantee, to make appropriate provision in connection with the appointment of a successor trustee, or to conform the text of the Indenture, the Guarantees or the Notes to any provision in the Description of Notes contained in the final offering document relating to the original offering of the Notes to the extent that such provision in the Description of Notes was intended to be a verbatim recitation of a provision in the Indenture, the Guarantees or the Notes.

12. Defaults and Remedies

Events of Default include: (i) the failure to pay interest on any Notes when the same becomes due and payable and the default continues for a period of 30 days (whether or not such payment shall be prohibited by Article 10 or Article 12 of the Indenture); (ii) the failure to pay the principal on any Notes when such principal becomes due and payable, at maturity, upon redemption or otherwise (including the failure to make a payment to purchase Notes tendered pursuant to a Change of Control Offer or Asset Sale Offer on the date specified for such payment in the applicable offer to purchase) (whether or not such payment shall be prohibited by Article 10 or Article 12 of the Indenture); (iii) a default in the observance or performance of any other covenant or agreement contained in the Indenture if the default continues for a period of 60 days after the Company receives written notice specifying the default (and demanding that such default be remedied) from the Trustee or the Holders of at least 25% of the outstanding principal amount of the Notes (except in the case of a default with respect to Section 5.01 of the Indenture, which will constitute an Event of Default with such notice requirement but without such passage of time requirement); (iv) the failure to pay at final stated maturity (giving effect to any applicable grace periods and any extensions thereof) the principal amount of any Indebtedness of the Company or any Restricted Subsidiary of the Company (other than

a Securitization Entity) or the acceleration of the final stated maturity of any such Indebtedness, if the aggregate principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at final maturity or which has been accelerated, aggregates $50.0 million or more at any time; (v) one or more judgments in an aggregate amount in excess of $50.0 million (to the extent not covered by independent third party insurance as to which the insurer does not dispute coverage) shall have been rendered against the Company or any of its Restricted Subsidiaries and such judgments remain undischarged, unpaid or unstayed for a period of 60 days after such judgment or judgments become final and non-appealable; (vi) except as permitted by the Indenture, any Guarantee of a Significant Subsidiary shall be held in any judicial proceed to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor that is a Significant Subsidiary, or any Person acting on behalf of any such Guarantor, shall deny or disaffirm its obligations under its Guarantee; and (vii) certain events of bankruptcy, as set forth in the Indenture, with respect to the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately by notice in writing to the Company and the Trustee specifying the respective Event of Default and that it is a "notice of acceleration" (the "***Acceleration Notice***"), and the same (i) shall become immediately due and payable and (ii) if there are any amounts outstanding under the Credit Facility, shall become immediately due and payable upon the first to occur of an acceleration under the Credit Facility or five Business Days after receipt by the Company and the Representative under the Credit Agreement of such Acceleration Notice but only if such Event of Default is then continuing. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy with respect to the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, all outstanding Notes will become due and payable without further action or notice. Holders may not enforce the Indenture or the Notes except as provided in the Indenture and the Trust Indenture Act. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, the Notes. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

13. Guarantee

The full and punctual payment by the Company of the principal of, premium, if any, and interest on the Notes is fully and unconditionally guaranteed on a joint and several senior subordinated basis by each of the Guarantors.

14. Trustee Dealings with the Company

Subject to certain limitations imposed by the TIA, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

15. No Recourse Against Others

Any past, present, or future director, officer, employee, incorporator or stockholder, as such, of the Company, any Guarantors or the Trustee shall not have any liability for any obligations of the Company or any Guarantor under the Notes, the Indenture, the Guarantees or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

16. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) signs the certificate of authentication on the other side of this Note.

17. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

18. Subordination

Payment of principal, interest and premium on the Notes is subordinated to the prior payment of Senior Debt on the terms provided in the Indenture.

19. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

20. Governing Law

THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS NOTE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

The Company will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture. Requests may be made to:

Jarden Corporation
555 Theodore Fremd Avenue
Rye, New York 10580
Attention: Chief Financial Officer

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Sign exactly as your name appears on the other side of this Note.

_____
Signature

Signature Guarantee:

_____ _____
Signature must be guaranteed Signature

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

[TO BE ATTACHED TO GLOBAL SECURITIES]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal amount of this Global Note	Amount of increase in Principal amount of this Global Note	Principal amount of this Global Note following such decrease or increase	Signature of authorized officer of Trustee or Custodian

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 or 4.13 of the Indenture, check the box:

☐

If you want to elect to have only part of this Note purchased by the Company pursuant to Section 4.10 or 4.13 of the Indenture, state the amount in principal amount: $_____

Dated: _____ Your Signature: _____

(Sign exactly as your name appears on the other side of this Note.)

Signature Guarantee:

(Signature must be guaranteed)

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT B
FORM OF GUARANTEE

For value received, each Guarantor (which term includes any successor Person under the Indenture), jointly and severally, unconditionally guarantees, to the extent set forth in and subject to the provisions in the Indenture, dated as of February 13, 2007, as supplemented by that First Supplemental Indenture dated as of February 13, 2007 (collectively, the "***Indenture***"), among Jarden Corporation, as issuer (the "***Company***"), the Guarantors from time to time party thereto and The Bank of New York, as trustee (the "***Trustee***"), (a) the full and punctual payment of the principal of and interest on the Notes when due, whether at maturity, by acceleration, redemption or otherwise, and all other monetary obligations of the Company under the Indenture and the Notes and (b) the full and punctual performance within applicable grace periods of all other obligations of the Company under the Indenture and the Notes (all the foregoing being hereinafter collectively called the "***Guaranteed Obligations***"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from such Guarantor and that such Guarantor will remain bound hereunder notwithstanding any extension or renewal of any Guaranteed Obligation.

The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Guarantee and the Indenture are expressly set forth in Article 11 and Article 12 of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee. Each Holder of a Note, by accepting the same agrees to and shall be bound by such provisions. This Guarantee is subject to release as and to the extent set forth in Sections 8.02, 8.03, 8.06 and 11.06 of the Indenture. Capitalized terms used herein and not defined are used herein as so defined in the Indenture.

[GUARANTOR]

By: _____
Name:
Title:

JARDEN CORPORATION,
as Issuer

THE GUARANTORS PARTY HERETO, as Guarantors

AND

THE BANK OF NEW YORK,
as Trustee

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7 1/2% SENIOR SUBORDINATED NOTES DUE 2017

SECOND SUPPLEMENTAL INDENTURE DATED AS OF

FEBRUARY 14, 2007

This SECOND SUPPLEMENTAL INDENTURE, dated as of February 14, 2007 (this "***Second Supplemental Indenture***"), is by and between Jarden Corporation, a Delaware corporation (such corporation and any successor as defined in the Base Indenture, the "***Company***"), and The Bank of New York, as trustee (such institution and any successor as defined in the Base Indenture, the "***Trustee***").

WITNESSETH:

WHEREAS, the Company has previously executed and delivered an Indenture, dated as of February 13, 2007 (the "***Base Indenture***"), as supplemented by the First Supplemental Indenture, dated as of February 13, 2007 (the "***First Supplemental Indenture***" and together with the Base Indenture, the "***Existing Indenture***") with the Trustee providing for the issuance from time to time of one or more series of the Company's senior subordinated debt securities;

WHEREAS, the Company has previously issued $550,000,000 aggregate principal amount of its 7 1/2% Senior Subordinated Notes due May 1, 2017 (the "***Old Notes***") pursuant to the First Supplemental Indenture;

WHEREAS, the Company desires to issue an additional $100,000,000 aggregate principal amount of its 7 1/2% Senior Subordinated Notes due May 1, 2017 (the "***Notes***"), the issuance of which was authorized by or pursuant to a resolution of the Board of Directors of the Company;

WHEREAS, Section 301 of the Base Indenture provides that the Company and the Trustee may enter into an indenture supplemental to the Base Indenture to establish the form or terms of securities of any series as permitted by Section 301 and Section 901 of the Base Indenture;

WHEREAS, the Company is entering into this Second Supplemental Indenture to establish the form and terms of the Notes;

WHEREAS, the Existing Indenture is incorporated herein by reference and the Existing Indenture, as supplemented by this Second Supplemental Indenture is herein called the "***Indenture***" as that term is defined in the Base Indenture; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Second Supplemental Indenture and to make it a valid and binding obligation of the Company have been done or performed.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Notes.

ARTICLE 1 ESTABLISHMENT; DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01. Relation to Existing Indenture

This Second Supplemental Indenture constitutes a part of the Existing Indenture (the provisions of which, as modified by this Second Supplemental Indenture, shall apply to the Notes) in respect of the Notes but shall not modify, amend or otherwise affect the Existing Indenture insofar as it relates to any other series of securities or affects in any manner the terms and conditions of the securities of any other series.

SECTION 1.02. Establishment.

(a) There is an established series of securities issued under the Existing Indenture, designated as the Company's 7 1/2% Senior Subordinated Notes due 2017, substantially in the form set forth in Exhibit A to the First Supplemental Indenture.

(b) There are to be authenticated and delivered on the date hereof One Hundred Million Dollars ($100,000,000) aggregate principal amount of the Notes.

(c) The Notes shall be issued in the form of one or more permanent Notes in substantially the form set out in Exhibit A to the First Supplemental Indenture.

(d) Each Note shall be dated the date of authentication thereof and shall bear interest from the date of original issuance thereof, unless otherwise specified in the Note, or from the most recent date to which interest has been paid or duly provided for.

(e) With respect to the Notes (and any Guarantees endorsed thereon) only, the Existing Indenture shall be supplemented pursuant to Sections 2.01, 3.01 and 9.01 thereof to establish the terms of the Notes (and any Guarantees endorsed thereon) as set forth in this Second Supplemental Indenture, including, the form and terms of the securities representing the Notes required to be established pursuant to Article II of the Existing Indenture shall be established in accordance with Article 2 of this Second Supplemental Indenture.

To the extent that the provisions of this Second Supplemental Indenture (including those referred to immediately above) conflict with any provision of the Existing Indenture, the provisions of this Second Supplemental Indenture shall govern and be controlling, solely with respect to the Notes (and any Guarantees endorsed thereon).

(f) The Notes shall rank *pari passu* with the Company's Existing Notes and Old Notes.

(g) Unless otherwise expressly specified, references in this Second Supplemental Indenture to specific Article numbers or Section numbers refer to Articles and Sections contained in this Second Supplemental Indenture, and not the Existing Indenture or any other document.

SECTION 1.03. Definitions

(a) All capitalized terms used herein and not otherwise defined below shall have the meanings ascribed thereto in the Existing Indenture.

(b) The following are definitions used in this Second Supplemental Indenture and to the extent that a term is defined both herein and in the Existing Indenture, unless otherwise specified, the definition in this Second Supplemental Indenture shall govern solely with respect to the Notes (and any Guarantee endorsed thereon).

"***2002 Indenture***" means the Indenture dated as of April 24, 2002, among the Company, the guarantors party thereto and The Bank of New York, as trustee.

"***Additional Notes***" means, subject to the Company's compliance with Section 4.09 of the First Supplemental Indenture, 7 1/2% Senior Subordinated Notes due 2017 issued from time to time after the Issue Date under the terms of the Existing Indenture (other than pursuant to Sections 2.06, 2.07 or 2.10 of this Second Supplemental Indenture or Section 3.06 of the Existing Indenture).

"***Affiliate***" means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative of the foregoing. Notwithstanding the foregoing, no Person (other than the Company or any Subsidiary of the Company) in whom a Securitization Entity makes an Investment in connection with a Qualified Securitization Transaction shall be deemed to be an Affiliate of the Company or any of its Subsidiaries solely by reason of such Investment.

"***Agent***" means any Registrar or Paying Agent.

"***Applicable Premium***" means, with respect to any notes on any Redemption Date, the greater of:

(1) 1.0% of the principal amount of the Note; or

(2) the excess, if any, of:

(a) the present value at such Redemption Date of (i) the redemption price of the Note at May 1, 2012 (such redemption price being set forth in Section 3.07 of the Existing Indenture), plus (ii) all required interest payments due on such Note through May 1, 2012 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over

(b) the principal amount of such Note.

"***Applicable Procedures***" means with respect to any transfer, redemption or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depository that apply to such transfer, redemption or exchange.

"***Board of Directors***" means

(1) with respect to a corporation, the board of directors of the corporation;

(2) with respect to a partnership, the board of directors of the general partner of the partnership; and

(3) with respect to any other Person, the board or committee of such Person serving a similar function.

"***Business Day***" means any day other than a Legal Holiday.

"***Certificated Note***" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06 or 2.10 hereof, in substantially the form of Exhibit A of the First Supplemental Indenture, except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Increases or Decreases in the Global Note" attached thereto.

"***Corporate Trust Office of the Trustee***" shall be at the address of the Trustee specified in Section 13.02 of the Existing Indenture, or such other address as to which the Trustee may give notice to the Company.

"***Custodian***" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03(c) as Custodian with respect to the Notes, and any and all successors thereto appointed as custodian hereunder and having become such pursuant to the applicable provisions of this Second Supplemental Indenture.

"***Depositary***" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03(b) hereof as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provisions of this Second Supplemental Indenture.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

"***Existing Notes***" means the Company's 9 3/4% Senior Subordinated Notes due 2012.

"***Global Note Legend***" means the legend set forth in the form of Note attached as Exhibit A to the First Supplemental Indenture, which is required to be placed on all Global Notes issued under this Second Supplemental Indenture.

"***Global Notes***" means the global Notes in the form of Exhibit A to the First Supplemental Indenture issued in accordance with Article 2 hereof.

"***Guarantee***" means:

(1) the guarantee of the notes by Domestic Restricted Subsidiaries of the Company in accordance with the terms of the Indenture; and

(2) the guarantee of the notes by any Restricted Subsidiary required under the terms of Section 4.17 of the Existing Indenture.

"***Guarantor***" means any Restricted Subsidiary that incurs a Guarantee; provided that upon the release and discharge of such Restricted Subsidiary from its Guarantee in accordance with the indenture, such Restricted Subsidiary shall cease to be a Guarantor, but, subject to 4.17(c) hereof, will not initially include the following nine Restricted Subsidiaries (the "Immaterial Domestic Subsidiaries"): Alltrista Newco Corporation, Australian Coleman, Inc., Jarden Direct, Inc., Lehigh Consumer Products Corporation, Loew-Cornell, Inc., Nippon Coleman, Inc., Pine Mountain Corporation, Rival Consumer Sales Corporation, and SI II, Inc.

"***Holder***" means a Person in whose name a Note is registered.

"***Indirect Participant***" means a Person who holds a beneficial interest in a Global Note through a Participant.

"***Initial Notes***" means $100,000,000 in aggregate principal amount of Notes issued under this Second Supplemental Indenture on the date hereof.

"***Interest Payment Dates***" shall have the meaning set forth in paragraph 1 of the Notes.

"***Issue Date***" means February 14, 2007.

"***Legal Holiday***" means a Saturday, Sunday or a day on which banking institutions in the city of New York, the city in which the Corporate Trust Office of the Trustee is located or any other place of payment on the Notes are authorized by law, regulation or executive order to remain closed.

"***Officer***" means the Chairman of the Board, Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer, the principal accounting officer, the Secretary, any Executive Vice President or any Vice President of the Company.

"***Officers' Certificate***" means a certificate, in form and substance reasonably satisfactory to the Trustee, signed by two Officers of the Company, at least one of whom shall be the principal executive officer, the Treasurer, the principal accounting officer, or principal financial officer of the Company, and delivered to the Trustee.

"***Participant***" means, with respect to the Depositary, a Person who has an account with the Depositary.

"***Person***" means an individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"***Representative***" means the indenture trustee or other trustee, agent or representative in respect of any Designated Senior Debt; provided that if, and for so long as, any Designated Senior Debt lacks such a representative, then the Representative for such Designated Senior Debt shall at all times constitute the holders of a majority in outstanding principal amount of such Designated Senior Debt in respect of any Designated Senior Debt.

"***SEC***" means the U.S. Securities and Exchange Commission.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Subsidiary***" with respect to any Person, means:

(i) any corporation of which the outstanding Capital Stock having at least a majority of the votes entitled to be cast in the election of directors under ordinary circumstances shall at the time be owned, directly or indirectly by such Person; or

(ii) any other Person of which at least a majority of the voting interest under ordinary circumstances is at the time, directly or indirectly, owned by such Person.

"***TIA***" means the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) and the rules and regulations thereunder as in effect on the date which this Second Supplemental Indenture is qualified under the TIA.

SECTION 1.04. Other Definitions

Term	**Defined in Section**
Authentication Order	2.02(d)
Base Indenture	Preamble
Company	Preamble
DTC	2.03(b)

Term	Defined in Section
Existing Notes	Preamble
First Supplemental Indenture	Preamble
Indenture	Preamble
Notes	Preamble
Old Notes	Preamble
Paying Agent	2.03(a)
Redemption Date	2.08(d)
Registrar	2.03(a)
Trustee	Preamble

SECTION 1.05. Incorporation by Reference of Trust Indenture Act

(a) Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

(b) The following TIA terms used in this Indenture have the following meanings:

"indenture securities" means the Notes and the Guarantees;

"indenture security holder" means a Holder;

"indenture to be qualified" means this Second Supplemental Indenture;

"indenture trustee" or "institutional trustee" means the Trustee; and

"obligor" on the Notes means the Company and any successor obligor upon the Notes.

(c) All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA and not otherwise defined herein have the meanings so assigned to them either in the TIA, by another statute or SEC rule, as applicable.

SECTION 1.06. Rules of Construction

Unless the context otherwise requires:

(i) a term has the meaning assigned to it;

(ii) an accounting term not otherwise defined herein has the meaning assigned to it in accordance with GAAP;

(iii) "or" is not exclusive;

(iv) words in the singular include the plural, and in the plural include the singular;

(v) all references in this instrument to "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed;

(vi) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(vii) "including" means "including without limitation;"

(viii) provisions apply to successive events and transactions; and

(ix) references to sections of or rules under the Securities Act, the Exchange Act or the TIA shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time thereunder.

ARTICLE 2 THE NOTES

Pursuant to Section 201 of the Base Indenture, the provisions of this Article 2 establish the form of the Notes under this Second Supplemental Indenture, and to the extent that any provisions of this Article 2 are duplicative, or in contradiction with, the Indenture, the provisions of this Article 2 shall govern the Notes.

SECTION 2.01. Form and Dating.

(a) General. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A to the First Supplemental Indenture, which is hereby incorporated in and expressly made part of this Second Supplemental Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage in addition to those set forth on Exhibit A to the First Supplemental Indenture. Each Note shall be dated the date of its authentication. The Notes shall be in denominations of $1,000 and integral multiples thereof. The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Second Supplemental Indenture and the Company, the Guarantors and the Trustee, by their execution and delivery of this Second Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Second Supplemental Indenture, the provisions of this Second Supplemental Indenture shall govern and be controlling.

(b) Book-Entry Provisions. This Section 2.01(b) shall only apply to Global Notes deposited with the Trustee, as custodian for the Depositary. Participants and Indirect Participants shall have no rights under this Second Supplemental Indenture with respect to any Global Note held on their behalf by the Depositary or by the Trustee as the custodian for the Depositary or under such Global Note, and the Depositary shall be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Participants or Indirect Participants, the Applicable Procedures or the operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Note.

(c) Certificated Notes. Except as otherwise provided herein, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes.

For greater certainty, the provisions of this Section 2.01(c) are subject to the requirements relating to notations, legends or endorsements on Notes required by law, stock exchange rule, or agreements to which any the Company is subject, if any.

SECTION 2.02. Execution and Authentication.

(a) One Officer shall sign the Notes for the Company by manual or facsimile signature.

(b) If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

(c) A Note shall not be valid until authenticated by the manual signature of the Trustee. The signature shall be conclusive evidence that the Note has been authenticated under this Second Supplemental Indenture.

(d) The Trustee shall, upon a written order of the Company signed by one Officer (an "***Authentication Order***"), authenticate Notes for original issue.

(e) The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. Unless otherwise provided in the appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Second Supplemental Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Company or any of their respective Subsidiaries.

SECTION 2.03. Registrar and Paying Agent.

(a) The Company shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange ("***Registrar***") and an office or agency where Notes may be presented for payment ("***Paying Agent***"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company shall notify the Trustee in writing of the name and address of any Agent not a party to this Second Supplemental Indenture. If the Company fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

(b) The Company initially appoints The Depository Trust Company ("***DTC***") to act as Depositary with respect to the Global Notes.

(c) The Company initially appoints the Trustee to act as the Registrar and Paying Agent and to act as Custodian with respect to the Global Notes, and the Trustee hereby initially agrees so to act.

SECTION 2.04. Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of the Holders or the Trustee all money held by the Paying Agent for the payment of principal, premium, if any, or interest on the Notes, and shall notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Subsidiary) shall have no further liability for the money. If the Company or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate

trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Company, the Trustee shall serve as Paying Agent for the Notes.

SECTION 2.05. Holder Lists

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA Section 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least seven Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date or such shorter time as the Trustee may allow, as the Trustee may reasonably require of the names and addresses of the Holders, and the Company shall otherwise comply with TIA Section 312(a).

Holders may communicate pursuant to TIA Section 312(b) with other Holders with respect to their rights under this Second Supplemental Indenture or under the Notes. The Company, the Trustee, the Registrar and any other Person shall have the protection of TIA Section 312(c).

SECTION 2.06. Transfer and Exchange

(a) Transfer and Exchange of Certificated Notes. When Certificated Notes are presented to the Registrar with a request:

(1) to register the transfer of such Certificated Notes; or

(2) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided*, *however*, that the Certificated Notes surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing;

(b) Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note. A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with written instructions directing the Trustee to make, or to direct the Custodian to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, then the Trustee shall cancel such Certificated Note and cause, or direct the Custodian to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Custodian, the aggregate principal amount of Notes represented by the Global Note to be increased accordingly. If no Global Notes are then outstanding, the Company shall issue and the Trustee shall authenticate, upon written order of the Company in the form of an Officers' Certificate from the Company, a new Global Note in the appropriate principal amount.

(c) Transfer and Exchange of Global Notes. The transfer and exchange of Global Notes or beneficial interests therein shall be effected through the Depositary, in accordance with this Second Supplemental Indenture (including applicable restrictions on transfer set forth herein, if any) and the procedures of the Depositary therefor.

(d) Restrictions on Transfer and Exchange of Global Notes. Notwithstanding any other provisions of this Second Supplemental Indenture (other than the provisions set forth in subsection (e) of this Section 2.06), a Global Note may not be transferred as a whole except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(e) Authentication in Absence of Depositary. If at any time:

(1) the Company delivers to the Trustee notice from the Depositary that it is unwilling or unable to continue to act as Depositary or that it is no longer a clearing agency registered under the Exchange Act and, in either case, a successor Depositary is not appointed by the Company within 120 days after the date of such notice from the Depositary;

(2) the Company in its sole discretion determines that the Global Notes (in whole but not in part) should be exchanged for Certificated Notes and delivers a written notice to such effect to the Trustee; or

(3) there has occurred and is continuing a Default or Event of Default with respect to the Notes and beneficial owners holding interests representing an aggregate principal amount of at least 51% of such Notes represented by Global Notes advise the Trustee in writing that the continuation of a book-entry system through the Depositary is no longer in such owner's best interests.

then the Company will execute, and the Trustee, upon receipt of an Officers' Certificate requesting the authentication and delivery of Certificated Notes to the Persons designated by the Company, will authenticate and deliver Certificated Notes, in an aggregate principal amount equal to the principal amount of Global Notes, in exchange for such Global Notes.

(f) Cancellation and/or Adjustment of Global Note. At such time as all beneficial interests in a Global Note have either been exchanged for Certificated Notes, redeemed, repurchased or canceled, such Global Note shall be returned to the Depositary for cancellation or retained and canceled by the Trustee. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for Certificated Notes, redeemed, repurchased or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made on the books and records of the Trustee (if it is then the Custodian for such Global Note) with respect to such Global Note, by the Trustee or the Custodian, to reflect such reduction.

(g) Obligations with Respect to Transfers and Exchanges of Notes.

(1) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate Certificated Notes and Global Notes at the Registrar's request.

(2) No service charge shall be made for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith.

(3) The Registrar shall not be required to register the transfer of or exchange of (a) any Note selected for redemption in whole or in part pursuant to Article 3 of the Existing Indenture, except the unredeemed portion of any Note being redeemed in part, or (b) any Note for a period beginning 15 Business Days before the mailing of a notice of an offer to repurchase or redeem Notes or 15 Business Days before an Interest Payment Date (whether or not an Interest Payment Date or other date determined for the payment of interest), and ending on such mailing date or Interest Payment Date, as the case may be.

(4) Prior to the due presentation for registration of transfer of any Note, the Company, the Trustee, the Paying Agent or the Registrar may deem and treat the person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Company, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

(5) All Notes issued upon any transfer or exchange pursuant to the terms of this Second Supplemental Indenture shall evidence the same debt and shall be entitled to the same benefits under this Second Supplemental Indenture as the Notes surrendered upon such transfer or exchange.

(h) No Obligation of the Trustee.

(1) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depositary or other Person with respect to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depositary) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes shall be given or made only to or upon the order of the registered Holders (which shall be the Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note in global form shall be exercised only through the Depositary subject to the applicable rules and procedures of the Depositary. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners.

(2) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Second Supplemental Indenture or under applicable law with respect to any transfer of any interest in any Note (including without limitation any transfers between or among Depositary participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Second Supplemental Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 2.07. Replacement Notes.

If any mutilated Note is surrendered to the Trustee or the Company and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Company shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Company, an indemnity bond must be supplied by

the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Company may charge for its expenses in replacing a Note.

In case any such mutilated, destroyed, lost or stolen Note had become or is about to become due and payable, the Company, in its discretion, may, instead of issuing a new Note, pay such Note, upon satisfaction of the conditions set forth in the preceding paragraph.

Every replacement Note is an additional obligation of the Company and shall be entitled to all of the benefits of this Second Supplemental Indenture equally and proportionately with all other Notes duly issued hereunder.

The provisions of this Section 2.07 are exclusive and shall preclude (to the extent lawful) all other rights and remedies of any Holder with respect to the replacement or payment of mutilated, destroyed, lost or stolen Note.

SECTION 2.08. Outstanding Notes.

(a) The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section 2.08 as not outstanding. Except as set forth in Section 3.09 of the Existing Indenture, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note; however, Notes held by the Company or a Subsidiary of the Company shall not be deemed to be outstanding for purposes of Section 2.08(b) hereof.

(b) If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced note is held by a bona fide purchaser.

(c) If the principal amount of any Note is considered paid under Section 4.01 of the Existing Indenture, it ceases to be outstanding and interest on it ceases to accrue.

(d) If the Paying Agent (other than the Company, a Subsidiary or an Affiliate of any thereof) segregates and holds in trust, in accordance with this Second Supplemental Indenture, on a date of redemption (a "***Redemption Date***") or maturity date, money sufficient to pay all principal, premium, if any, and interest payable on that date with respect to the Notes payable on that date, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

SECTION 2.09. Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, amendment, supplement, waiver or consent, Notes owned by the Company, or by any Affiliate of the Company, shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, amendment, supplement, waiver or consent, only Notes that the Trustee knows are so owned shall be so disregarded.

SECTION 2.10. Temporary Notes.

Until certificates representing Notes are ready for delivery, the Company may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of Certificated Notes but may have variations that the Company considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate Certificated Notes in exchange for temporary Notes.

Holders of temporary Notes shall be entitled to all of the benefits of this Second Supplemental Indenture.

SECTION 2.11. Cancellation.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee, or at the direction of the Trustee, the Registrar or the Paying Agent, upon direction by the Company and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall dispose of such cancelled Notes in accordance with its customary procedures (subject to the record retention requirements of the Exchange Act). Certification of the destruction of all cancelled Notes shall be delivered to the Company from time to time upon written request. The Company may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

SECTION 2.12. CUSIP or ISIN Numbers.

The Company in issuing the Notes may use "CUSIP" or "ISIN" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" or "ISIN" numbers in notices of redemption as a convenience to Holders; provided, however, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee of any change in the "CUSIP" or "ISIN" numbers.

SECTION 2.13. Additional Notes

The Company shall be entitled, subject to its compliance with Section 4.09 of the Existing Indenture, to issue Additional Notes under this Indenture in an unlimited aggregate principal amount which shall have identical terms as the Initial Notes, other than with respect to the date of issuance and issue price and first payment of interest. The Notes and any Additional Notes shall be treated as a single class for all purposes under this Indenture, including without limitation, waivers, amendments, redemptions and offers to purchase.

With respect to any Additional Notes, the Company shall set forth in a resolution of its Board of Directors and an Officers' Certificate, a copy of each which shall be delivered to the Trustee, the following information:

(a) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture; and

(b) the issue price, the issue date and the CUSIP number(s) of such Additional Notes; provided, however, that no Additional Notes may be issued at a price that would cause such Additional Notes to have "original issue discount" within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

SECTION 2.14. Parity with the Existing Notes Issued or Issuable Under 2002 Indenture.

(i) Notwithstanding anything to the contrary contained in any provision of this Indenture or any Notes issued hereunder on the date hereof, the Notes issued under this Indenture on the date hereof shall rank in parity in all respects to the Existing Notes issued or issuable under the 2002 Indenture.

ARTICLE 3 MISCELLANEOUS

SECTION 3.01. Relationship to the Indenture.

The Second Supplemental Indenture is a supplemental indenture within the meaning of the Indenture. The Indenture, as supplemented and amended by this Second Supplemental Indenture, is in all respects ratified, confirmed and approved and, with respect to the Notes, the Indenture, as supplemented and amended by this Second Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

SECTION 3.02. Modification of the Indenture.

Except as expressly modified by this Second Supplemental Indenture, the provisions of the Existing Indenture shall govern the terms and conditions of the Notes.

SECTION 3.03. Governing Law.

THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SECOND SUPPLEMENTAL INDENTURE AND THE NOTES WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

SECTION 3.04. No Adverse Interpretation of Other Agreements.

This Second Supplemental Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Second Supplemental Indenture.

SECTION 3.05. Successors.

All covenants and agreements of the Company in this Second Supplemental Indenture and the Notes shall bind its successors. All covenants and agreements of the Trustee in this Second Supplemental Indenture shall bind its successors.

SECTION 3.06. Severability.

In case any provision in this Second Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.07. Counterpart Originals.

The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 3.08. Force Majeure.

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 3.09. Trustee Makes No Representation.

The recitals contained herein are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Second Supplemental Indenture.

Dated as the date first written above

ISSUER:

JARDEN CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Chief Financial Officer

GUARANTORS:

ALLTRISTA PLASTICS CORPORATION
AMERICAN HOUSEHOLD, INC.
BICYCLE HOLDING, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
FIRST ALERT, INC.
FIRST ALERT HOLDINGS, INC.
HEARTHMARK, LLC
JARDEN ACQUISITION I, INC.
JARDEN ZINC PRODUCTS, INC.
KANSAS ACQUISITION CORP.
L.A. SERVICES, INC.
LASER ACQUISITION CORP.
QUOIN, LLC
SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.
THE UNITED STATES PLAYING CARD COMPANY
USPC HOLDING, INC.

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Treasurer

HOLMES MOTOR CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Secretary

SUNBEAM AMERICAS HOLDINGS, LLC

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: President

TRUSTEE:

THE BANK OF NEW YORK

By: /s/ Julie Salovitch-Miller
Name: Julie Salovitch-Miller
Title: Vice President

Exhibit 4.5

TENTH SUPPLEMENTAL INDENTURE

TENTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of February 12, 2007, among Jarden Corporation (formerly known as Alltrista Corporation), a Delaware corporation (the "*Company*"), the Guarantors (as defined in the Indenture referred to below) party hereto and The Bank of New York, as trustee under the Indenture referred to below (the "*Trustee*").

RECITALS

WHEREAS, the Company has heretofore executed and delivered to the Trustee the Indenture, dated as of April 24, 2002, among the Company, the Guarantors named therein and the Trustee, as supplemented by the Supplemental Indenture, dated as of May 7, 2003, among the Company, the Guarantors named therein and the Trustee, as further supplemented by the Second Supplemental Indenture, dated as of May 28, 2003, among the Company, the Guarantors named therein and the Trustee, as further supplemented by the Third Supplemental Indenture, dated as of September 25, 2003, among the Company, the Guarantors named therein and the Trustee, as further supplemented by the Fourth Supplemental Indenture, dated as of April 16, 2004, among the Company, the Guarantors named therein and the Trustee, as further supplemented by the Fifth Supplemental Indenture, dated as of July 23, 2004, among the Company, the Guarantors named therein and the Trustee, as further supplemented by the Sixth Supplemental Indenture, dated as of February 24, 2005, among the Company, the Guarantors named therein and the Trustee, as further supplemented by the Seventh Supplemental Indenture, dated as of August 4, 2005, among the Company, the Guarantors named therein and the Trustee, as further supplemented by the Eighth Supplemental Indenture, dated as of August 16, 2006, among the Company, the Guarantors named therein and the Trustee and as further supplemented by the Ninth Supplemental Indenture, dated as of September 22, 2006, among the Company, the Guarantors named therein and the Trustee (collectively, as further amended, supplemented or otherwise modified from time to time, the "*Indenture*"), providing for the issuance of the Company's 9 3/4% Senior Subordinated Notes due 2012 (the "*Notes*");

WHEREAS, there are now outstanding under the Indenture Notes in the aggregate principal amount of $180,000,000; and

WHEREAS, Section 9.02 of the Indenture provides that the Company (when authorized by a Board Resolution (as defined in the Indenture)) and the Trustee may, with the consent of the Holders (as defined in the Indenture) of not less than a majority in principal amount of the outstanding Notes voting as a single class (including consents obtained in connection with a tender offer or exchange offer for the Notes), amend or supplement the Indenture, subject to certain limitations set forth in the Indenture; and

WHEREAS, the Company has offered to purchase for cash any and all of the outstanding Notes upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement dated January 29, 2007, as the same may be amended, supplemented or modified (the "*Statement*"); and

WHEREAS, the Company desires to amend certain provisions of the Indenture, as set forth in Article I of this Supplemental Indenture (the "*Proposed Amendments*"); and

WHEREAS, the Company has received and delivered to the Trustee the requisite consents to effect the Proposed Amendments under the Indenture; and

WHEREAS, the Company has been authorized by Board Resolution to enter into this Supplemental Indenture.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, and for the equal and proportionate benefit of the Holders of the Notes, the Company, the Guarantors and the Trustee hereby agree as follows:

ARTICLE I

AMENDMENTS TO INDENTURE

Section 1.01 *Amendments to Articles 4, 5 and 6.* Upon written notification to the Trustee by the Company that it has accepted for purchase and payment (the "Early Settlement Date") pursuant to the offer to purchase all of the Notes validly tendered on or prior to 5:00 p.m., New York City time, on Friday, February 9, 2007 pursuant to the Statement and any amendments, modifications or supplements thereto, then automatically (without further act by any person), with respect to the Notes:

(a) The Company shall be released from its obligations under the following sections of the Indenture:

- Section 4.03 - "Reports";
- Section 4.04 - "Compliance Certificate";
- Section 4.05 - "Taxes";
- Section 4.06 - "Stay, Extension and Usury Laws";
- Section 4.07 - "Restricted Payments";
- Section 4.08 - "Dividend and Other Payment Restrictions Affecting Subsidiaries";
- Section 4.09 - "Incurrence of Indebtedness and Issuance of Preferred Stock";
- Section 4.11 - "Transactions with Affiliates";

- Section 4.12 - “Liens”;
- Section 4.13 - “Line of Business”;
- Section 4.14 - “Corporate Existence”;
- Section 4.16 - “No Senior Subordinated Debt”;
- Section 4.17 - “Payments for Consents”;
- Section 4.18 - “Additional Subsidiary Guarantees”;
- Section 4.19 - “Designation of Restricted and Unrestricted Subsidiaries”;
- Section 4.20 - “Amendment of Subordinated Seller Notes”;
- Section 5.01 - “Merger, Consolidation, or Sale of Assets”; and
- Section 5.02 - “Successor Corporation Substituted.”

(b) Failure to comply with the terms of any of the foregoing Sections of the Indenture shall no longer constitute a default or an Event of Default under the Indenture and shall no longer have any other consequence under the Indenture.

(c) The occurrence of the events of default described in Section 6.01(6) shall no longer constitute Events of Default.

(d) Section 6.01(3) is hereby amended by deleting the language “4.15 or 5.01 hereof” appearing at the end of that section and substituting in its place “or 4.15 hereof”.

(e) All definitions set forth in Section 1.01 of the Indenture that relate to defined terms used solely in covenants or sections deleted hereby are deleted in their entirety.

ARTICLE II

MISCELLANEOUS

Section 2.01 *Instruments To Be Read Together.* This Supplemental Indenture is executed as and shall constitute an indenture supplemental to and in implementation of the Indenture, and said Indenture and this Supplemental Indenture shall henceforth be read together.

Section 2.02 *Confirmation.* The Indenture as amended and supplemented by this Supplemental Indenture is in all respects confirmed and preserved.

Section 2.03 *Terms Defined.* Capitalized terms used in this Supplemental Indenture and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

Section 2.04 *Trust Indenture Act Controls*. If any provision of this Supplemental Indenture limits, qualifies or conflicts with another provision that is required to be included in this Supplemental Indenture or the Indenture by the Trust Indenture Act of 1939, as amended, as in force at the date that this Supplemental Indenture is executed, the provisions required by said Act shall control.

Section 2.05 *Headings.* The headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, and are not to be considered a part hereof and shall in no way modify or restrict any of the terms and provisions hereof.

Section 2.06 *Governing Law.* The internal law of the State of New York shall govern this Supplemental Indenture without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

Section 2.07 *Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 2.08 *Effectiveness; Termination.* The provisions of this Supplemental Indenture will take effect immediately upon its execution by the Trustee in accordance with the provisions of Sections 9.02 and 9.06 of the Indenture; provided, that the amendments to the Indenture set forth in Section 1.01 of this Supplemental Indenture shall become operative as specified in Section 1.01 hereof. Prior to the Early Settlement Date, the Company may terminate this Supplemental Indenture upon written notice to the Trustee (it being understood that the Company, subsequent thereto, will enter into a substitute supplemental indenture).

Section 2.09 *Acceptance by Trustee.* The Trustee accepts the amendments to the Indenture effected by this Supplemental Indenture and agrees to execute the trusts created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture.

Section 2.10 *Responsibility of Trustee*. The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first written above.

THE COMPANY:

JARDEN CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Chief Financial Officer

THE TRUSTEE:

THE BANK OF NEW YORK

By: /s/ Julie Salovitch-Miller
Name: Julie Salovitch-Miller
Title: Vice President

THE GURANTEEING SUBSIDIARIES:

ALLTRISTA NEWCO CORPORATION
ALLTRISTA PLASTICS CORPORATION
BICYCLE HOLDING, INC.
AMERICAN HOUSEHOLD, INC.
AUSTRALIAN COLEMAN, INC.
BEACON EXPORTS, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN ARGENTINA, INC.
COLEMAN COUNTRY, LTD.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN LATIN AMERICA, LLC
COLEMAN WORLDWIDE CORPORATION
FIRST ALERT HOLDINGS, INC.
FIRST ALERT, INC.
HEARTHMARK, LLC
JARDEN ACQUISITION I, INC.
JARDEN DIRECT, INC.
JARDEN ZINC PRODUCTS, INC.
KANSAS ACQUISITION CORP.
L.A. SERVICES, INC.
LASER ACQUISITION CORP.

LOEW-CORNELL, INC.
NIPPON COLEMAN, INC.
O.W.D., INCORPORATED
PACKS & TRAVEL CORPORATION
PINE MOUNTAIN CORPORATION
QUOIN, LLC
SUNBEAM LATIN AMERICA, LLC
SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.
THE UNITED STATES PLAYING CARD COMPANY
THL-FA IP CORP.
TUPPER LAKE PLASTICS, INCORPORATED
USPC HOLDING, INC.

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Treasurer

COLEMAN VENTURE CAPITAL, INC.

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Chief Financial Officer

HOLMES MOTOR CORPORATION
RIVAL CONSUMER SALES CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Secretary

LEHIGH CONSUMER PRODUCTS CORP.
JARDEN DIRECT, INC.

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Assistant Secretary

SI II, INC.
SUNBEAM AMERICAS HOLDINGS, LLC

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: President

X PROPERTIES, LLC

By: Quion, LLC, as its Sole Member

By: /s/ Ian G.H. Ashken
Name: Ian G.H. Ashken
Title: Treasurer

Exhibit 10.1

EXECUTION COPY

AMENDMENT NO. 7 TO CREDIT AGREEMENT
AND
AMENDMENT NO. 3 TO PLEDGE AND SECURITY AGREEMENT

This AMENDMENT NO. 7 TO CREDIT AGREEMENT AND AMENDMENT NO. 3 TO PLEDGE AND SECURITY AGREEMENT, dated as of February 13, 2007 (this "***Amendment***"), among JARDEN CORPORATION, a Delaware corporation (the "***Borrower***"), and CANADIAN IMPERIAL BANK OF COMMERCE ("***CIBC***"), as Administrative Agent (as defined below), on behalf of each Lender executing a Lender Consent (as defined below), and CITICORP USA, INC., as syndication agent, amends certain provisions of (i) the CREDIT AGREEMENT, dated as of January 24, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, the Lenders and the L/C Issuers (each as defined therein) party thereto from time to time, CIBC, as administrative agent for the Lenders and the L/C Issuers (in such capacity, and as agent for the Secured Parties under the Collateral Documents, together with its successors in such capacity, the "***Administrative Agent***"), CITICORP USA, INC., as syndication agent for the Lenders and the L/C Issuers (in such capacity, together with its successors in such capacity, the "***Syndication Agent***"), and BANK OF AMERICA, N.A., NATIONAL CITY BANK OF INDIANA and SUNTRUST BANK, as co-documentation agents for the Lenders and L/C Issuers and (ii) the PLEDGE AND SECURITY AGREEMENT, dated as of January 24, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "***Pledge and Security Agreement***"), among the Borrower, as a Grantor, each other Grantor from time to time party thereto, and the Administrative Agent. Unless otherwise specified herein, all capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Administrative Agent desires to resign from its capacity as Administrative Agent, and CIBC Inc. desires to resign from its capacities as Swing Line Lender and as Foreign Currency Fronting Lender under the Credit Agreement, and Lehman Commercial Paper Inc. ("***LCPI***") desires to be appointed as the successor Administrative Agent (in such capacity, the "***Successor Agent***") and as Swing Line Lender and as Foreign Currency Fronting Lender under the Credit Agreement, each effective as of the Effective Date (as defined below), pursuant to a resignation and assignment agreement dated on or prior to the date hereof (the "***Resignation and Assignment Agreement***"), among CIBC, CIBC Inc., LCPI, the Borrower and the other Loan Parties; and

WHEREAS, the Administrative Agent and the Successor Agent request that the Required Lenders consent to such resignation and appointment and waive the provisions of *Section 9.09 (Successor Agents)* of the Credit Agreement requiring 30 days' notice of the Administrative Agent's resignation; and

WHEREAS, the Foreign Currency Fronting Lender requests that the Borrower and the Agents consent to the resignation of the Foreign Currency Fronting Lender and waive the provisions of *Section 2.17 (Resignation or Removal of the Foreign Currency Fronting Lender)* of the Credit Agreement requiring 30 days' notice of the Foreign Currency Fronting Lender's resignation; and

WHEREAS, the Borrower desires to make certain amendments to the Credit Agreement as more fully described herein, including, among other things, (i) to permit the Borrower to refinance its existing Subordinated Notes pursuant to a tender offer for such Subordinated Notes with proceeds received by the Borrower from the issuance of new Subordinated Indebtedness, (ii) to amend the definition of "Applicable Margin" to reduce the Applicable Margin with respect to the Outstanding Amount of the Segments of the Term Loan B1 (the "***Term Loan B1 Repricing***") and (iii) to amend the pricing grid contained in the definition of "Applicable Margin" which is applicable to the Outstanding

Amount of the Revolving Loans, Swing Line Loans, Foreign Currency Loans and the Commitment Fee (the "***Revolver Grid Amendment***"); and

WHEREAS, the Borrower additionally desires to make certain amendments to the Pledge and Security Agreement as more fully described herein; and

WHEREAS, pursuant to *Section 10.01(a) (Amendments, Etc.)* of the Credit Agreement, the consent of the Required Lenders is required to effect the amendments (other than the Term Loan B1 Repricing) set forth herein; and

WHEREAS, pursuant to *Section 10.01(a) (Amendments, Etc.)* of the Credit Agreement, the consent of each Term Loan Lender having any of the Outstanding Amount of the Term Loan B1 (collectively, the "***Term Loan B1 Lenders***") is required to effect the Term Loan B1 Repricing; and

WHEREAS, pursuant to *Section 10.01(a) (Amendments, Etc.)* of the Credit Agreement, the consent of each Revolving Lender is required to effect the Revolver Grid Amendment; and

WHEREAS, each Lender party to a Lender Consent, the Administrative Agent and the Successor Agent agree, subject to the limitations and conditions set forth herein, to amend or otherwise modify the Credit Agreement and the Pledge and Security Agreement as set forth herein.

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

Section 1. Consents and Waivers.

(a) *Waiver.* Effective as of the Effective Date (as defined below) and subject to the satisfaction of the conditions set forth in *Section 4 (Conditions to Effectiveness)* hereof, the Required Lenders hereby waive the requirement that the Lenders shall have received at least 30 days' prior written notice of the resignation of the Administrative Agent.

(b) *Consent.* Effective as of the Effective Date (as defined below) and subject to the satisfaction of the conditions set forth in *Section 4 (Conditions to Effectiveness)* hereof, the Required Lenders and the Borrower hereby consent to the resignation of CIBC as Administrative Agent and of CIBC Inc. as Swing Line Lender, and the appointment of the Successor Agent as Administrative Agent and of LCPI as Swing Line Lender.

(c) *Foreign Currency Fronting Lender*. Effective as of the Effective Date (as defined below) and subject to the satisfaction of the conditions set forth in *Section 4 (Conditions to Effectiveness)* hereof, the Borrower and the Agents hereby waive the requirement that the Borrower and the Agents shall have received at least 30 days' prior written notice of the resignation of the Foreign Currency Fronting Lender, and consent to the resignation of CIBC Inc. as Foreign Currency Fronting Lender and the appointment of LCPI as the Foreign Currency Fronting Lender.

Section 2. Certain Amendments to the Credit Agreement. As of the Effective Date:

(a) The Credit Agreement is hereby amended in its entirety to read as set forth in *Exhibit C* attached hereto; *provided*, *however*, that the amendments to the definition of "Applicable Margin" with respect to the Term Loan Repricing shall only become effective on the date on which the Administrative Agent has received an executed Lender Consent from each Term Loan B1 Lender; and *provided*, *further*, that the amendments to the definition of "Applicable Margin" with respect to the

Revolver Grid Amendment shall only become effective on the date on which the Administrative Agent has received an executed Lender Consent from each Revolving Lender.

(b) *Schedule VI (PM Acquisition)* to the Credit Agreement is hereby deleted in its entirety.

(c) *Schedule 5.12 (ERISA Matters)* to the Credit Agreement is hereby amended and restated in its entirety, in the form attached hereto as Annex 1.

Section 3. Amendments to Pledge and Security Agreement. As of the Effective Date:

(a) The cover page of the Pledge and Security Agreement is hereby amended by replacing the words "CANADIAN IMPERIAL BANK OF COMMERCE" with "LEHMAN COMMERCIAL PAPER, INC.".

(b) The preamble to the Pledge and Security Agreement is hereby amended by replacing the words "Canadian Imperial Bank of Commerce ("*CIBC*"), as agent" with the words "Lehman Commercial Paper Inc. ("*LCPI*"), as agent".

(c) *Section 1.1(c) (Definitions)* of the Pledge and Security Agreement is hereby amended by inserting the following definitions in such *Section 1.01* in the appropriate place to preserve the alphabetical order of the definitions in such *Section 1.01* (and the following definitions shall replace in their entirety existing definitions for the corresponding terms in such *Section 1.01*):

"***Non-Material Accounts***" means all Deposit Accounts and all Securities Accounts with respect to which the sum of the aggregate balance in all such Deposit Accounts and the aggregate value of all such Financial Assets and other property in all such Securities Accounts does not exceed $25,000,000.

"***Non-Material Locations***" means those leased or other third-party locations at which tangible personal property Collateral is located, where the value of all such Collateral at any such location does not exceed $10,000,000 and the aggregate value of all such Collateral in all such locations does not exceed $50,000,000.

(d) *Clause (ii)* of the defined term "*Excluded Property*" in *Section 1.1(c) (Defined Terms)* of the Pledge and Security Agreement is hereby amended and restated in its entirety to read as follows: "(ii) Specified I/P Licensed Property having an aggregate value not to exceed $10,000,000,".

(e) The defined term "*Pledged Collateral*" in *Section 1.1(c) (Defined Terms)* of the Pledge and Security Agreement is hereby amended by replacing "$1,000,000" with "$5,000,000".

(f) The defined term "*Pledged Notes*" in *Section 1.1(c) (Defined Terms)* of the Pledge and Security Agreement is hereby amended by replacing "$1,000,000" with "$5,000,000".

(g) The defined term "*Specified I/P License Agreement*" in *Section 1.1(c) (Defined Terms)* of the Pledge and Security Agreement is hereby amended by replacing "$3,000,000" with "$10,000,000".

(h) The defined term "*Specified I/P License Property*" in *Section 1.1(c) (Defined Terms)* of the Pledge and Security Agreement is hereby amended by replacing "$3,000,000" with "$10,000,000".

(i) *Section 3.9 (Commercial Tort Claims)* of the Pledge and Security Agreement is hereby amended by replacing "$1,000,000" with "$5,000,000" in the first sentence thereof.

(j) *Section 4.4(g) (Pledged Colllateral)* of the Pledge and Security Agreement is hereby amended by replacing "$5,000,000" with "$10,000,000" in the first sentence thereof.

(k) *Section 4.6 (Delivery of Instruments and Chattel Paper)* of the Pledge and Security Agreement is hereby amended by replacing "Canadian Imperial Bank of Commerce, as Administrative Agent" with "Lehman Commercial Paper Inc., as Administrative Agent" in the first sentence thereof.

(l) *Section 4.9 (Notice of Commercial Tort Claims)* of the Pledge and Security Agreement is hereby amended by replacing "$1,000,000" with "$5,000,000" in the first sentence thereof.

Section 4. Conditions to Effectiveness. This Amendment shall become effective as of the date (the "***Effective Date***") on which each of the following conditions precedent shall have been satisfied:

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

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

(ii) the Resignation and Assignment Agreement, in substantially the form attached hereto as *Exhibit D*, duly executed by the Borrower, the Guarantors, the Successor Agent and the Administrative Agent;

(iii) the Consent and Agreement in the form attached hereto as *Exhibit A*, executed by each of the Guarantors;

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

(v) a copy of the notice, duly executed and delivered by a Responsible Officer of the Borrower (or by an authorized attorney at Kane Kessler, P.C., counsel to the Borrower), to each Local Agent in respect of each outstanding Local Credit Facility pursuant to the requirements of *Section 5.4(c) (Matters Relating to Loan Documents)* of the Local Credit Facility Intercreditor Agreement, pursuant to which the Borrower notifies each such Local Agent of the amendments contained herein, certified by a Responsible Officer of the Borrower as being a true, complete and correct copy of such notice and together with evidence reasonably satisfactory to the Agents that such notice shall have been delivered by the Borrower to such Local Agents at least three Business Days prior to the Effective Date; and

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

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

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

(i) each of the representations and warranties set forth in *Article V (Representations and Warranties*) of the Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representation and warranties shall have been true and correct in all material respects as of such earlier date; *provided*, *however*, that references therein to the Credit Agreement shall be deemed to refer to the Credit Agreement as amended by this Amendment; and

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

Section 5. Certain Covenants and Agreements.

(a) *Local Credit Facility Amendments*. The Borrower hereby covenants and agrees that promptly after the Effective Date, and in no event more than forty (40) Business Days after the Effective Date (or such later date as the Administrative Agent may agree), it shall deliver or cause to be delivered to the Administrative Agent a certificate of a Responsible Officer certifying that the relevant Local Credit Facility Documents in respect of each outstanding Local Credit Facility shall have been amended or otherwise modified on the same terms as set forth in this Amendment (subject, if applicable, to only those modifications as are required by applicable law).

(b) *Further Assurances*. The Borrower hereby covenants and agrees that after giving effect to this Amendment, the resignation of CIBC as Administrative Agent and the appointment of the Successor Agent as Administrative Agent, the Borrower and its Subsidiaries shall take such other actions and deliver such documents, at their sole cost and expense, as requested by the Successor Agent, and the Borrower shall otherwise comply in all respects with *Section 6.20 (Further Assurances*) of the Credit Agreement in accordance with the terms thereof.

Section 6. Representations and Warranties. The Borrower, on behalf of itself and the other Loan Parties, hereby represents and warrants to the Administrative Agent and each Lender as follows:

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

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

Section 7. Reference to and Effect on the Loan Documents.

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

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

(c) Except to the extent amended or otherwise modified hereby, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any Default or Event of Default or any right, power, privilege or remedy of any Agent, any Lender or any L/C Issuer under the Credit Agreement or any Loan Document, or constitute a waiver of any provision of the Credit Agreement or any Loan Document.

(d) For the avoidance of doubt, it is the intent of the parties that the Credit Agreement, in the form attached hereto as *Exhibit C*, sets forth the original Credit Agreement and all amendments thereto cumulatively, and represents the terms thereof with all amendments effected through the Effective Date. It is not intended that the amendments to the Credit Agreement effected pursuant to this Amendment, as set forth in *Exhibit C*, were in existence as of any time prior to the Effective Date, and the terms of the Credit Agreement as they were in effect as of any date prior to the Effective Date shall in no way be modified hereby.

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

Section 8. Costs and Expenses. As provided in *Section 10.04 (Attorney Costs, Expenses and Taxes)* of the Credit Agreement, the Borrower agrees to reimburse the Agents for all reasonable fees, costs and out-of-pocket expenses due and payable by the Borrower pursuant to the Loan Documents, including such costs and expenses (including Attorney Costs) for advice, assistance, or other representation in connection with the preparation, execution and delivery of this Amendment.

Section 9. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 10. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

Section 11. Severability. The fact that any term or provision of this Agreement is held invalid, illegal or unenforceable as to any person in any situation in any jurisdiction shall not affect the validity, enforceability or legality of the remaining terms or provisions hereof or the validity, enforceability or legality of such offending term or provision in any other situation or jurisdiction or as applied to any person.

Section 12. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Receipt by the Administrative Agent of a facsimile copy of an executed signature page hereof shall constitute receipt by the Administrative Agent of an executed counterpart of this Amendment.

Section 13. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT.

[Signature Pages Follow]

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

JARDEN CORPORATION,
as Borrower

By: /s/ Ian G.H. Ashken
Name: Ian G. H. Ashken
Title: Vice-Chairman, Chief Financial Officer and Secretary

CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent

By: /s/ Brian S. Perman
Name: Brian S. Perman
Title: Authorized Signatory

CITICORP USA, INC.,
as Syndication Agent

By: /s/ Robert H. Chen
Name: Robert H. Chen
Title: Vice President

EXHIBIT C

AMENDED CREDIT AGREEMENT

See Attached.

$1,530,000,000

CREDIT AGREEMENT

Dated as of January 24, 2005

among

JARDEN CORPORATION
as the Borrower,

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent,

CITICORP USA, INC.,
as Syndication Agent,

and

BANK OF AMERICA, N.A.,

NATIONAL CITY BANK OF INDIANA

and

SUNTRUST BANK,
as
Co-Documentation Agents

and

THE LENDERS AND L/C ISSUERS PARTY HERETO

and

LEHMAN BROTHERS INC.

and

CITIGROUP GLOBAL

MARKETS INC.

as
Joint-Lead Arrangers and Joint Book-Running Managers

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CREDIT AGREEMENT dated as of January 24, 2005 (as amended by that certain Amendment No. 1, dated as of April 11, 2005, that certain Amendment No. 2, dated as of July 18, 2005, that certain Amendment No. 3, dated as of December 21, 2005, that certain Amendment No. 4, dated as of February 24, 2006, that certain Amendment No. 5, dated as of August 23, 2006, that certain Amendment No. 6, dated as of December 14, 2006 and that certain Amendment No. 7, dated as of February 13, 2007, and as it may be further amended, restated, supplemented or otherwise modified from time, to time, the "***Credit Agreement***"), among JARDEN CORPORATION, a Delaware corporation (the "***Borrower***"), the Lenders (as defined below), the L/C Issuers (as defined below), LEHMAN COMMERCIAL PAPER INC. ("***LCPI***") (as successor to Canadian Imperial Bank of Commerce) as administrative agent for the Lenders and the L/C Issuers (in such capacity, together with any successor in such capacity, the "***Administrative Agent***"), CITICORP USA, INC. ("***CUSA***"), as syndication agent for the Lenders and the L/C Issuers (in such capacity, and together with any successor in such capacity, the "***Syndication Agent***"), and BANK OF AMERICA, N.A. ("***BofA***"), NATIONAL CITY BANK OF INDIANA and SUNTRUST BANK, as Co-Documentation Agents (collectively, the "***Co-Documentation Agents***").

WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders and L/C Issuers make available for the purposes specified in this Agreement a term loan, revolving credit and letter of credit facility; and

WHEREAS, the Lenders and L/C Issuers are willing to make available to the Borrower such term loan, revolving credit and letter of credit facility upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

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

"***2002 Indenture***" means that certain Indenture, dated as of April 24, 2002 among the Borrower, the guarantors named therein and The Bank of New York, as Trustee (the "*2002 Trustee*"), as supplemented by (i) that certain Supplemental Indenture, dated as of May 7, 2003, among the Borrower, the guarantors named therein and the 2002 Trustee, (ii) that certain Second Supplemental Indenture, dated as of May 28, 2003, among the Borrower, the guarantors named therein, and the 2002 Trustee, (iii) that certain Third Supplemental Indenture, dated as of September 25, 2003, among the Borrower, the guarantors named therein and the 2002 Trustee, (iv) that certain Fourth Supplemental Indenture, dated as of April 16, 2004, among the Borrower, the guarantors named therein and the 2002 Trustee, (v) that certain Fifth Supplemental Indenture dated as of July 23, 2004, among the Borrower, the guarantors named therein and the 2002 Trustee, (vi) that certain Sixth Supplemental Indenture dated as of February 24, 2005, among the Borrower, the guarantors named therein and the 2002 Trustee, (vii) that certain Seventh Supplemental Indenture dated as of August 4, 2005, among the Borrower, the guarantors named therein and the 2002 Trustee, (viii) that certain Eighth Supplemental Indenture dated as of August 16, 2006, among the Borrower, the guarantors named therein and the 2002 Trustee, (ix) that certain Ninth Supplemental Indenture dated as of September 22, 2006, among the Borrower, the

guarantors named therein and the 2002 Trustee and (x) that certain Tenth Supplemental Indenture dated as of February 13, 2007, among the Borrower, the guarantors named therein and the 2002 Trustee.

"***2007 Indenture***" means that certain Indenture, dated as of February 13, 2007 between the Borrower and The Bank of New York, as Trustee, as supplemented by the First Supplemental Indenture, dated as of February 13, 2007, among the Borrower, the guarantors named therein and the Trustee.

"***Accounts***" has the meaning specified in the UCC.

"***Acquisition***" means the acquisition of (i) a controlling equity or other ownership interest in another Person (including the purchase of an option, warrant or convertible or similar type security to acquire such a controlling interest at the time it becomes exercisable by the holder thereof), whether by purchase of such equity or other ownership interest or upon exercise of an option or warrant for, or conversion of securities into, such equity or other ownership interest, or (ii) assets of another Person which constitute all or any material part of the assets of such Person or of a line or lines of business conducted by such Person.

"Acquisition Adjustments" means the adjustments to certain financial terms and computations more particularly described in *Section 1.03(c)* (*Accounting Terms*).

"***Acquisition Related Earn-Outs***" means, collectively, the Prior Acquisition Earn-Outs and the Permitted Acquisition Earn-Outs.

"Administrative Agent" has the meaning specified in the introductory paragraph to this Agreement.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on *Schedule II (Applicable Lending Offices and Addresses for Notices)*, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

"Affected Lender" has the meaning specified in *Section 3.07(a)(ii)* (*Substitution of Lenders*).

"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. "***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.

"***Agent/Arranger Fee Letter***" means each of (a) that certain fee letter, dated as of September 19, 2004, by and among CUSA, CIBC, CGMI and CIBC WMC and accepted by the Borrower on September 19, 2004 relating to certain fees payable by the Borrower in connection with this Agreement and the transactions contemplated hereby, (b) that certain fee letter, dated as of February 13, 2007 by and among LCPI, CUSA, LBI and CGMI and accepted by the Borrower on February 13, 2007 in connection with this Agreement and the transactions contemplated hereby and (c) any additional fee letter entered into as part of any Facilities Increase and executed by, among others, the Borrower and the Agents.

"***Agent-Related Persons***" means each of the Administrative Agent (including any successor administrative agent) and the Syndication Agent (including any successor syndication agent), in each case, together with its respective Affiliates, and the officers, directors, employees, agents, advisors, representatives and attorneys-in-fact of such Persons and Affiliates.

"***Agents***" means, collectively, the Administrative Agent and the Syndication Agent.

"***Aggregate Outstanding Securitization Amount***" means, on any date of determination, the sum of all Outstanding Securitization Amounts with respect to all Permitted Receivables Financings.

"***Aggregate Revolving Credit Commitments***" means, as at the date of determination thereof, the sum of all Revolving Credit Commitments of all Revolving Lenders at such date.

"***Agreement***" means this Credit Agreement.

"***Agreement Currency***" has the meaning specified in *Section 10.18 (Submission to Jurisdiction; Service of Process)*.

"***AHI***" means American Household, Inc., a Delaware corporation.

"***AHI Companies***" means AHI and its Subsidiaries acquired by the Borrower in connection with the AHI Acquisition.

"***AHI Acquisition***" means the Acquisition by the Borrower (or a newly formed, wholly-owned direct Subsidiary of the Borrower) of at least 90% of the Stock of AHI pursuant to the terms and conditions of the AHI Securities Purchase Agreement; *provided*, that if the Borrower or such Subsidiary acquires greater than 90% but less than 100% of the Stock of AHI on the Closing Date, the Borrower or such Subsidiary, as the case may be, will acquire a 100% ownership interest in AHI by means of a secondary "*short-form*" merger transaction promptly following such Acquisition on the Closing Date but in no event to occur later than two Business Days after the Closing Date.

"***AHI Acquisition Documents***" means, individually or collectively as the context may indicate, (i) the AHI Securities Purchase Agreement and (ii) each other material transaction document or instrument entered into or delivered by the Borrower, one or more Subsidiaries of the Borrower, the AHI Sellers and the AHI Companies, or any of them, related to or in connection with the AHI Acquisition.

"***AHI Assumed Indebtedness***" means the indebtedness described on *Schedule 7.03 (Outstanding Indebtedness)* that prior to the Closing Date was indebtedness of the AHI Companies and will remain outstanding on and as of the Closing Date in accordance with *Section 7.03 (Indebtedness)*.

"***AHI Securities Purchase Agreement***" means the Securities Purchase Agreement, dated as of September 19, 2004, by and among AHI, the AHI Sellers and the Borrower, as buyer, together with all exhibits and schedules thereto.

"***AHI Sellers***" means the "Sellers" as such term is defined in the AHI Securities Purchase Agreement.

"***Alternative Currency***" means any Denomination Currency and any other lawful currency other than Dollars that is freely transferable into Dollars.

"***Applicable Amount***" shall mean, at any time (the "*Reference Time*"), an amount equal to (a) the sum, without duplication, of:

(i) $50,000,000;

(ii) the sum of $50,000,000.00 and an amount equal to the greater of (x) zero and (y) 50% of Cumulative Consolidated Net Income for the period from the Seventh Amendment Effective Date until the last day of the then most recent fiscal quarter for which financial statements have been delivered pursuant to *Section 6.01 (Financial Statements)*; provided that, for the purposes of *Sections 7.07(e)* and *(g) (Restricted Payments) and Section 7.19 (Subordinated Indebtedness)* only, the amount in this clause (ii) shall only be available if the Total Leverage Ratio for the Four-Quarter Period ending on or most recently ended prior to such date is less than 3.75:1.00, determined on a *pro forma* basis after giving effect to any Restricted Payment or Bond Repurchase actually made pursuant to *Sections 7.07(e)* and *(g) (Restricted Payments) and Section 7.19 (Subordinated Indebtedness)*; and

(ii) the amount of any capital contributions (other than (x) any Cure Amount or (y) any such contribution consisting of Disqualified Stock) made in cash to, or any proceeds of an Equity Issuance received by, the Borrower from and including the Business Day immediately following the Seventh Amendment Effective Date through and including the Reference Time, including proceeds from the issuance of Stock or Stock Equivalents of any direct or indirect parent of the Borrower,

minus (b) the sum, without duplication, of:

(i) the aggregate amount of Investments made pursuant to *Section 7.02(d)(iv) (Investments)* following the Seventh Amendment Effective Date and prior to the Reference Time;

(ii) the aggregate amount of Restricted Payments pursuant to *Section 7.07(e)* and *(g) (Restricted Payments)* following the Seventh Amendment Effective Date and prior to the Reference Time; and

(iii) the aggregate amount of Bond Repurchases made pursuant to the proviso to *Section 7.19* (*Subordinated Indebtedness*) (to the extent not disregarded pursuant to *clause (y)* thereof) following the Seventh Amendment Effective Date and prior to the Reference Time.

"***Applicable Margin***" means:

(a) (i) with respect to the Segments of the Term Loan B1 maintained as (x) Base Rate Loans, a rate equal to 0.75% per annum and (y) Eurodollar Rate Loans, a rate equal to 1.75% per annum; and

(ii) with respect to the Segments of the Term Loan B2 maintained as (x) Base Rate Loans, a rate equal to 0.75% per annum and (y) Eurodollar Rate Loans, a rate equal to 1.75% per annum;

(b) with respect to any Segments of any Incremental Term Loan, at the rates per annum for Base Rate Loans and Eurodollar Rate Loans to be agreed by the Agents and the Borrower prior to the applicable Facilities Increase Date; and

(c) with respect to the Revolving Loans, Foreign Currency Loans, and the Commitment Fee,

(i) during the period commencing on the Closing Date and ending on the date falling six months after the Closing Date,

(x) with respect to the Revolving Loans maintained as (A) Base Rate Loans, a rate equal to 1.50% per annum and (B) Eurodollar Rate Loans, a rate equal to 2.50% per annum,

(y) with respect to Foreign Currency Loans maintained as Eurocurrency Rate Loans, a rate equal to 2.50% per annum, and

(z) with respect to the Commitment Fee, 0.50% per annum; and

(ii) thereafter, as of any date of determination, (x) with respect to Revolving Loans, a per annum rate equal to the rate set forth below opposite the applicable Type of Loan, (y) with respect to Foreign Currency Loans, a per annum rate equal to the rate set forth below and (z) with respect to the Commitment Fee, a rate per annum equal to the rate set forth below, and in each case, the then applicable Total Leverage Ratio as specified in the applicable Compliance Certificate furnished to the Administrative Agent pursuant to *Section 6.02(b)* (*Certificates; Other Information*) set forth below:

	Revolving Loans and Swing Line Loans		Foreign Currency Loans	
Total Leverage Ratio	**Base Rate Loans**	**Eurodollar Rate Loans**	**Eurocurrency Rate Loans**	**Commitment Fee**
Greater than or equal to 3.50 to 1	1.25%	2.25%	2.25%	0.375%
Less than 3.50 to 1 and equal to or greater than 3.00 to 1	1.00%	2.00%	2.00%	0.375%
Less than 3.00 to 1 and equal to or greater than 2.50 to 1	0.75%	1.75%	1.75%	0.375%
Less than 2.50 to 1	0.50%	1.50%	1.50%	0.250%

Changes in the Applicable Margin resulting from a change in the Total Leverage Ratio on the last day of any subsequent fiscal quarter shall be determined based upon the computation of the Total Leverage Ratio set forth in each Compliance Certificate furnished to the Administrative Agent pursuant to *Section 6.02(b) (Certificates; Other Information)*, subject to review and approval of such computation by the Administrative Agent, and shall become effective commencing on the third Business Day

following the date such Compliance Certificate is received until the third Business Day following the date on which a new Compliance Certificate is delivered or is required to be delivered, whichever shall first occur. Notwithstanding the provisions of the preceding sentence, if the Borrower shall fail to deliver any such Compliance Certificate within the time period required by *Section 6.02(b) (Certificates; Other Information)*, then the Applicable Margin shall be equal to the highest pricing level set forth above from the date such certificate was due until the third Business Day following the date the appropriate Compliance Certificate is so delivered.

"***Approved Deposit Account***" means a Deposit Account that is the subject of an effective Deposit Account Control Agreement and that is maintained by any Loan Party with a Deposit Account Bank. "*Approved Deposit Account*" includes all monies on deposit in a Deposit Account and all certificates and instruments, if any, representing or evidencing such Deposit Account.

"***Approved Electronic Communications***" means each notice, demand, communication, information, document and other material that any Loan Party is obligated to, or otherwise chooses to, provide to the Administrative Agent or the Syndication Agent pursuant to any Loan Document or the transactions contemplated therein, including (a) any supplement to the Guaranty, any joinder to the Pledge and Security Agreement and any other written Contractual Obligation delivered or required to be delivered in respect of any Loan Document or the transactions contemplated therein and (b) any financial statement, financial and other report, notice, request, certificate and other information material; *provided*, *however*, that, "*Approved Electronic Communication*" shall exclude (i) any Revolving Loan Notice, Term Loan Interest Rate Selection Notice, Foreign Currency Loan Notice, Swing Line Loan Notice, Facilities Increase Notice, Request for Issuance of Letter of Credit, and any other notice, demand, communication, information, document and other material relating to a request for a new, or a conversion of an existing, Borrowing, (ii) any notice pursuant to *Section 2.06 (Prepayments)* and any other notice relating to the payment of any principal or other amount due under any Loan Document prior to the scheduled date therefor, (iii) all notices of any Default or Event of Default and (iv) any notice, demand, communication, information, document and other material required to be delivered to satisfy any of the conditions set forth in *Article IV (Conditions Precedent to Credit Extensions)* or *Section 2.04 (Letters of Credit)* or any other condition to any Borrowing or other Credit Extension hereunder or any condition precedent to the effectiveness of this Agreement.

"***Approved Electronic Platform***" has the meaning specified in *Section 9.13 (Posting of Approved Electronic Communications)*.

"***Approved Fund***" means any Fund that is advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or Affiliate of an entity that administers or manages a Lender.

"***Approved Member States***" means Belgium, Canada, France, Germany, Italy, Luxembourg, the Netherlands, Spain, Sweden and the United Kingdom.

"***A/R Collection Agreement***" means each agreement entered into by a Subsidiary of the Borrower and an A/R Collection Company, pursuant to which any such Subsidiary shall have purchased the right to require the applicable A/R Collection Company, upon the occurrence of certain events, to purchase from such Subsidiary the outstanding balance of certain Accounts specified therein.

"***A/R Collection Company***" means each Person party to an A/R Collection Agreement which may, upon the occurrence of certain events, be required by the applicable Subsidiary party to such A/R Collection Agreement to purchase from the applicable Subsidiary the outstanding balance of certain Accounts specified in the applicable A/R Collection Agreement; *provided* that no Subsidiary or Affiliate of any Loan Party may be an A/R Collection Company.

"***Arrangers***" means LBI and CGMI, each in its respective capacity as joint lead arranger and joint book-running manager, together with its respective successors in such capacity.

"***Assignment and Acceptance***" means an assignment and acceptance agreement substantially in the form of *Exhibit E (Form of Assignment and Acceptance)*.

"***Attorney Costs***" means and includes all reasonable fees and disbursements of any law firm or other external counsel.

"***Attributable Indebtedness***" means, on any date, (a) in respect of any Capital Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a Capital Lease.

"***Audited Financial Statements***" means (i) in the case of the Borrower, the audited consolidated balance sheet of the Borrower and its Subsidiaries (prior to giving effect to the AHI Acquisition) and (ii) in the case of AHI and its Subsidiaries, the audited consolidated balance sheet of AHI and its Subsidiaries, in each case for the fiscal year ended December 31, 2003, and the related consolidated statements of operations, changes in Stockholders' Equity and cash flows for such fiscal year, including the notes thereto.

"***Auto-Renewal Letter of Credit***" has the meaning specified in *Section 2.04(b)(iii)* (*Procedures for Issuance and Amendment of Letters of Credit; Auto-Renewal of Letters of Credit*).

"***Bankruptcy Code***" means title 11, United States Code.

"***Base Rate***" means, for any day, a rate per annum equal to the greater of (a) the Prime Rate in effect on such day and (b) the Federal Funds Rate in effect on such day plus $^1/_2$ of 1%. For purposes hereof: "*Prime Rate*" shall mean the prime lending rate as set forth on the British Banking Association Telerate Page 5 (or such other comparable page as may, in the reasonable opinion of the Administrative Agent, replace such page for the purpose of displaying such rate), as in effect from time to time. Any change in the Base Rate due to a change

in the Prime Rate or the Federal Funds Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate or the Federal Funds Rate, respectively.

"***Base Rate Loan***" means a Loan (including a Segment) bearing interest or to bear interest at the Base Rate.

"***Base Rate Segment***" means a Segment bearing interest or to bear interest at the Base Rate.

"***Bicycle***" means Bicycle Holding, Inc., a Delaware corporation.

"***Bicycle Companies***" means Bicycle and each of its Subsidiaries that is designated as a "*Bicycle Company*" on *Schedule 5.13 (Ownership of Subsidiaries)*.

"***BofA***" has the meaning set forth in the introductory paragraph to this Agreement.

"***Bond Repurchases***" has the meaning specified in *Section 7.19 (Subordinated Indebtedness)*.

"***Borrower***" has the meaning set forth in the introductory paragraph hereto.

"***Borrower's Accountants***" means Ernst & Young LLP or other independent nationally-recognized public accountants of the Borrower reasonably acceptable to the Agents.

"***Borrowing***" means any of (a) the borrowing under the Term Loan Facility, (b) a Revolving Borrowing, (c) a Foreign Currency Borrowing, (d) a Swing Line Borrowing, or (e) the borrowing under the Facilities Increase, as the context may require.

"***Business Day***" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close under the Laws of, or are in fact closed in, the state where the Administrative Agent's Office is located and, if such day relates to any Eurodollar Rate Loan, means any such day on which dealings in deposits in Dollars are conducted by and between banks in the London interbank market; *provided*, *however*, that (a) when such term is used for the purposes of determining the date on which the Eurocurrency Base Rate is determined for any loan denominated in Euros for any Interest Period therefor and for purposes of determining the first and last day of any Interest Period, a Target Operating Day or a day of the year on which banks are not required or authorized to close in New York; (b) for notices, determinations, fundings and payments in connection with any Loan denominated in Euros, a Target Operating Day or a day of the year on which banks are not required or authorized to close in New York; (c) for notices, determinations, fundings and payments in connection with any Loan denominated in Yen, a day of the year on which banks are not required or authorized to close in Tokyo, Japan or in New York; (d) for notices, determinations, fundings and payments in connection with any Loan denominated in Canadian Dollars, a day of the year on which banks are not required or authorized to close in Toronto, Canada or in New York; and (e) for notices, determinations, fundings and payments in connection with any Loan denominated in any other Denomination Currency, a day of the year on which banks are not required or authorized to close in such jurisdiction or in New York.

"***Canadian Borrower***" means Sunbeam Corporation (Canada) Limited.

"***Canadian Dollars***" and "***C$***" each mean the lawful money of Canada.

"***Canadian Credit Agreement***" means that certain Credit Agreement, dated as of the December 21, 2005, by and among the Canadian Borrower, the Local Lenders party thereto, CIBC, as Local Agent, and CUSA, as syndication agent.

"***Canadian Term Loans***" means the Local Term Loans made pursuant to the Canadian Credit Agreement.

"***Capital Expenditures***" means, for any Person for any period, the aggregate of amounts that would be reflected as additions to property, plant or equipment on the applicable statement of cash flows prepared in conformity with GAAP.

"***Capital Lease***" means, with respect to any Person, any lease of, or other arrangement conveying the right to use, property by such Person as lessee that would be required to be accounted for as a capital lease on a balance sheet of such Person prepared in conformity with GAAP.

"***Captive Insurance Entity***" means any wholly-owned Subsidiary or other Person (other than an individual and otherwise reasonably acceptable to the Agents) created solely for the purpose of purchasing or providing, or facilitating the provision of, insurance for products liability, workers compensation, property damage, professional indemnity, employee benefits, employer's liability and motor and medical expenses, in each case, to the extent that such insurance may be so purchased, provided, or facilitated in accordance with applicable Law.

"***Cash Collateral Account***" means any Deposit Account or Securities Account that is (a) established by the Administrative Agent from time to time in its sole discretion to receive cash and Eligible Securities (or purchase cash or Eligible Securities with funds received) from the Loan Parties or their respective Subsidiaries or Affiliates or Persons acting on their behalf pursuant to the Loan Documents, (b) with such depositaries and securities intermediaries as the Administrative Agent may determine in its reasonable discretion, (c) in the name of the Administrative Agent (although such account may also have words referring to the Borrower and the account's purpose), (d) under the sole dominion and control of the Administrative Agent and (e) in the case of a Securities Account, with respect to which the Administrative Agent shall be the Entitlement Holder and the only Person authorized to give Entitlement Orders with respect thereto.

"***Cash Collateralize***" means to pledge and deposit in, or deliver to the Administrative Agent for deposit in, a Cash Collateral Account, for the benefit of the applicable L/C Issuer and the Revolving Lenders, as collateral for the L/C Obligations plus all fees accrued or to be incurred in connection therewith, cash, Deposit Accounts and all balances therein, in an amount not less than the sum of such L/C Obligations and fees and all proceeds of the foregoing pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer (which documents are hereby consented to by the Revolving Lenders) and to take all such other action as shall be necessary for the Administrative Agent to have "control" thereof within the meaning of the UCC applicable thereto. Derivatives of such term shall have corresponding meaning. Cash collateral shall be maintained in Approved Deposit Accounts at Deposit Account Banks.

"***Cash Interest Expense***" means, with respect to the Borrower and its Subsidiaries for any period, the Consolidated Interest Expense of such Persons for such period *less* the Non-Cash Interest Expense of such Persons for such period.

"***Cash Management Document***" means any certificate, agreement or other document executed by any Loan Party in respect of the Cash Management Obligations of any Loan Party.

"***Cash Management Obligation***" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of such Person in respect of cash management services (including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements) provided after the date hereof (regardless of whether these or similar services were provided prior to the date hereof by the Administrative Agent, any Lender or any Affiliate or any of them) by the Administrative Agent, any Lender or any Affiliate of any of them in connection with this Agreement or any Loan Document (other than Cash Management Documents), including obligations for the payment of fees, interest, charges, expenses, Attorney Costs and disbursements in connection therewith.

"***Catterton***" means, collectively, Catterton Partners V, L.P., Catterton Partners V Offshore, L.P. and Catterton Coinvest I, L.L.C.

"***Certificates of Designations***" means, collectively, the Series B Certificate of Designations and the Series C Certificate of Designations.

"***CGMI***" means Citigroup Global Markets Inc.

"***Change of Control***" means an event or series of events by which:

(a)(i) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), but excluding (x) the Sponsor (other than Catterton and its Control Investment Affiliates), (y) any employee benefit plan of such Person or its Subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan and (z) Martin Franklin, Ian Ashken or either of them, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of 35% or more of the Voting Stock of the Borrower on a fully diluted basis (as defined below) or (ii) the Sponsor (other than Catterton and its Control Investment Affiliates) becomes the "beneficial owner", directly or indirectly, of 40% or more of the Voting Stock of the Borrower on a fully diluted basis; *provided*, that for purposes of this definition, (x) a person or group shall be deemed to have "beneficial ownership" of all Voting Stock that such person or group has the right to acquire (such right, an "***option right***"), whether such right is exercisable immediately or only after the passage of time) and (y) any determination of the percentage of Voting Stock beneficially owned by any person or group on a fully diluted basis shall take into account all such Voting Stock that such person or group has the right to acquire pursuant to any option right; or

(b) any "Recapitalization" (as such term is defined in the Sponsor Equity Purchase Agreement) occurs; or

(c) during any period of 12 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Borrower cease to be composed of individuals (who qualify under any one of the following) (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in *clause (i)* above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in *clauses (i)* and *(ii)* above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body.

"***CIBC***" means Canadian Imperial Bank of Commerce, acting through one or more of its agencies, branches or Affiliates.

"***CIBC WMC***" means CIBC World Markets Corp.

"***Citibank***" means Citibank, N.A.

"***Closing Date***" means the first date on which any Loan is made or any Letter of Credit is issued (or deemed issued pursuant to *Section 2.04(m) (Existing Letters of Credit*)).

"***Closing Date Term Loan***" has the meaning specified in *Section 2.01(a) (Term Loan; Facilities Increase)*.

"***Closing Related Documents***" means, collectively, (i) the Sponsor Equity Documents, (ii) each Local Credit Facility Guaranty, and (iii) all Permitted Acquisition Documents delivered by the Borrower on or after the Closing Date.

"***Closing Transactions***" means, collectively, the transactions contemplated in connection with the consummation of the AHI Acquisition, the making of the Sponsor Equity Financing, the initial Borrowing of the Loans and other Credit Extensions under this Agreement, the refinancing of the Refinanced Indebtedness and the assumption of the AHI Assumed Indebtedness and the payment of related fees and expenses.

"Co-Documentation Agents" has the meaning specified in the introductory paragraph to this Agreement.

"***Code***" means the Internal Revenue Code of 1986, as amended, and all regulations issued pursuant thereto.

"***Coleman***" means The Coleman Company, Inc., a Delaware corporation.

"***Coleman IRB Bonds***" means those certain industrial revenue bonds issued pursuant to the Coleman IRB Indentures.

"***Coleman IRB Documents***" means each of the Coleman IRB Indentures, the Coleman IRB Leases and each other material transaction document or instrument entered into or delivered by Coleman in connection therewith.

"***Coleman IRB Indentures***" means, collectively, (a) each of the indenture and each supplemental indenture listed on *Schedule IV (Coleman IRB Indentures)* and (b) each supplemental indenture entered into by Coleman after the Closing Date on substantially the same terms as the Coleman IRB Indentures entered into prior to the Closing Date, and otherwise in form and substance satisfactory to the Agents, providing for Coleman IRB Bonds in an aggregate amount reasonably acceptable to the Agents.

"***Coleman IRB Leases***" means, collectively, (a) each lease and each supplemental lease listed on *Schedule V (Coleman IRB Leases)* and (b) each supplemental lease entered into by Coleman after the Closing Date on substantially the same terms as the Coleman IRB Leases entered into prior to the Closing Date and otherwise in form and substance satisfactory to the Agents.

"***Collateral***" means, collectively, all property of the Borrower, any Subsidiary or any other Person in which the Administrative Agent or any Lender is granted a Lien under any Collateral Document as security for all or any portion of the Obligations, any other obligation arising under any Loan Document or any other obligation or liability arising under any Related Swap Contract or any Cash Management Document, but shall not include any Gaming Authorizations to the extent prohibited by applicable Gaming Laws.

"***Collateral Documents***" means, collectively or individually as the context may indicate, the Pledge and Security Agreement, each Intellectual Property Security Agreement and all other agreements (including any Deposit Account Control Agreement or Securities Account Control Agreement delivered prior to the Seventh Amendment Effective Date or pursuant to *Section 6.18 (Control Accounts; Approved Deposit Accounts)*), instruments and other documents, whether now existing or hereafter in effect, pursuant to which the Borrower or any Subsidiary or other Person shall grant or convey to the Administrative Agent or the Lenders a Lien in, or any other Person shall acknowledge any such Lien in, property as security for all or any portion of the Obligations, any other obligation under any Loan Document and any obligation or liability arising under any Related Swap Contract, as any of them may be amended, modified or supplemented from time to time.

"***Collection Account***" shall have the meaning given to such term in the Securitization Facility Documents.

"***Commission***" means the U.S. Securities and Exchange Commission and any successor Governmental Authority performing a similar function.

"***Commitment***" means, with respect to any Lender, such Lender's Revolving Credit Commitment, if any, and any Outstanding Amount owing to such Lender under the Term Loan Facility, if any, and "***Commitments***" means the Aggregate Revolving Credit Commitments of all Lenders and the aggregate Outstanding Amount with respect to the Term Loan.

"***Commitment Fee***" has the meaning specified in *Section 2.10(a)* (*Fees*).

"***Compensation Period***" has the meaning specified in *Section 2.13(c)(ii) (Payments Generally)*.

"***Compliance Certificate***" means a certificate substantially in the form of *Exhibit D (Form of Compliance Certificate)*.

"***Confidential Information Memorandum***" means the confidential information memorandum dated October 20, 2004 used by the Arrangers in connection with the syndication of the Facilities.

"***Consolidated Current Assets***" means all assets of the Borrower and its Subsidiaries (other than cash and Eligible Securities) which would be classified as a current asset, all determined on a consolidated basis in accordance with GAAP.

"***Consolidated Current Liabilities***" means all liabilities of the Borrower and its Subsidiaries which by their terms are payable within one year (but excluding all Consolidated Funded Indebtedness payable on demand or maturing not more than one year from the date of computation and the current portion of Indebtedness having a maturity date in excess of one year), all determined on a consolidated basis in accordance with GAAP.

"***Consolidated EBITDA***" means, for any period, for the Borrower and its Subsidiaries, an amount equal to the sum (without duplication) of (a) Consolidated Net Income for such period; and (b) to the extent Consolidated Net Income has been reduced thereby: (i) all income taxes and foreign withholding taxes and taxes based on capital and commercial activity (or similar taxes) of the Borrower and its Subsidiaries paid or accrued in accordance with GAAP for such period; (ii) Consolidated Interest Expense; (iii) Consolidated Non-cash Charges less any non-cash items increasing Consolidated Net Income for such period (other than normal accruals in the ordinary course of business), all as determined on a consolidated basis for the Borrower and its Subsidiaries in accordance with GAAP; (iv) Permitted Restructuring Charges, facilities relocation costs and acquisition integration costs and fees, including cash severance payments made in connection with acquisitions; (v) any expenses or charges related to any Equity Issuance, permitted Investment, Permitted Acquisition, Disposition, recapitalization or the incurrence of Indebtedness permitted to be incurred by this Agreement including a refinancing thereof (whether or not successful) and any amendment or modification to the terms of any such transactions; (vi) any write offs, write downs or other non-cash charges, excluding any such charge that represents an accrual or reserve for a cash expenditure for a future period; (vii) the amount of any expense related to minority interests; (viii) the amount of any Acquisition Related Earn-Outs, contingent consideration or deferred purchase price of any kind in conjunction with acquisitions; (ix) any costs or expenses incurred by the Borrower or any Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or stockholders agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Borrower or net cash proceeds of issuance of Equity Securities of the Borrower (other than Disqualified Stock); *minus* (c) (without duplication) non-cash gains increasing Consolidated Net Income for such period, excluding any gains that represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period (other than such cash charges that have been added back to Consolidated Net Income in calculating Consolidated EBITDA in accordance with this definition).

"***Consolidated Fixed Charges***" means, with respect to the Borrower and its Subsidiaries for any Four-Quarter Period ending on the date of computation thereof, the sum of, without duplication, (i) Cash Interest Expense, and (ii) scheduled payments of Consolidated Funded Indebtedness (excluding the amortization payments of the Term Loan scheduled for the fiscal year of the Borrower ending on December 31, 2011 and the Stated Closing Date Term Loan Maturity Date), all determined on a consolidated basis in accordance with GAAP.

"***Consolidated Funded Indebtedness***" means, as of any date of determination, for the Borrower and its Subsidiaries on a consolidated basis, Indebtedness of the type specified in *clauses (i), (iv), (v)* and *(vi)* of the definition of "***Indebtedness***" and non-contingent obligations of the type specified in *clause (ii)* of such definition; *provided*, that neither (i) Prior-Acquisition Earn-Outs and Permitted Acquisition Earn-Outs nor (ii) any Indebtedness permitted pursuant to *Section 7.03(n) (Indebtedness)* hereof shall be considered "*Consolidated Funded Indebtedness*" for purposes of the Credit Agreement and the other Loan Documents.

"***Consolidated Interest Expense***" means, for the Borrower and its Subsidiaries for any period, (a) consolidated total interest expense of the Borrower and its Subsidiaries for such period and including, in any event, interest capitalized during such period and net costs under all interest rate swap agreements, interest rate cap agreements, interest rate collar agreements and interest rate insurance of such Persons for such period *minus* (b) consolidated net gains of the Borrower and its Subsidiaries under

all interest rate swap agreements, interest rate cap agreements, interest rate collar agreements and interest rate insurance of such Persons for such period and *minus* (c) any consolidated interest income of such Persons for such period, in each case as recorded by the Borrower pursuant to GAAP.

"***Consolidated Net Income***" means, for any period, the aggregate net income (or loss) of the Borrower and its Subsidiaries for such period on a consolidated basis, determined in accordance with GAAP and without any deduction in respect of Preferred Stock dividends; *provided* that there shall be excluded therefrom to the extent otherwise included, without duplication: (i) gains and losses from Dispositions and the related tax effects according to GAAP; (ii) gains and losses due solely to fluctuations in currency values and the related tax effects according to GAAP; (iii) the net income (or loss) from disposed or discontinued operations or any net gains or losses on disposal of disposed or discontinued operations, and the related tax effects according to GAAP; (iv) solely for the purpose of determining the amount available for the calculation of the Applicable Amount, the net income of any Subsidiary of the Borrower (other than a Guarantor) to the extent that the declaration of dividends or similar distributions by such Subsidiary of the Company of that income is not at the date of determination wholly permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to such Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distributions has been legally waived; *provided* that Consolidated Net Income of the Borrower will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to the Borrower or a Subsidiary thereof in respect of such period, to the extent not already included therein; (v) any impairment charge or asset write-off, in each case pursuant to GAAP, and the amortization of intangibles arising pursuant to GAAP; (vi) the net loss of any Person, other than a Subsidiary of the Borrower; (vii) any non-cash compensation charges and deferred compensation charges, including any arising from existing stock options resulting from any merger or recapitalization transaction; *provided*, *however*, that Consolidated Net Income for any period shall be reduced by any cash payments made during such period by such Person in connection with any such deferred compensation, whether or not such reduction is in accordance with GAAP; (viii) all extraordinary, unusual or non-recurring charges, gains and losses (including, without limitation, all restructuring costs, facilities relocation costs, acquisition integration costs and fees, including cash severance payments made in connection with acquisitions, and any expense or charge related to the repurchase of Stock or warrants or options to purchase Stock), and the related tax effects according to GAAP; (ix) inventory purchase accounting adjustments and amortization and impairment charges resulting from other purchase accounting adjustments in connection with Permitted Acquisitions; (x) the net income of any Person, other than a Subsidiary of the Borrower, except to the extent of cash dividends or distributions paid to the Borrower or a Subsidiary of the Borrower by such Person; and (xi) in the case of a successor to the referent Person by consolidation or merger or as a transferee of the referent Person's assets, any earnings of the successor corporation prior to such consolidation, merger or transfer of assets.

"***Consolidated Non-cash Charges***" means, with respect to any Person, for any period, the aggregate depreciation, depletion, amortization and other non-cash charges, impairments and expenses of such Person and its Subsidiaries reducing Consolidated Net Income of such Person and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP (excluding any such charges that require an accrual of or a reserve for cash payments for any future period other than accruals or reserves associated with mandatory repurchases of equity securities). For clarification purposes, purchase accounting adjustments with respect to inventory will be included in Consolidated Non-cash Charges.

"***Consolidated Total Assets***" means, as of any date on which the amount thereof is to be determined, the net book value of all assets of the Borrower and its Subsidiaries as determined on a consolidated basis in accordance with GAAP.

"***Consolidated Working Capital***" means, as of any date on which the amount thereof is to be determined, the excess of Consolidated Current Assets over Consolidated Current Liabilities.

"***Constituent Documents***" means, with respect to any Person, (a) the articles of incorporation, certificate of incorporation or certificate of formation (or the equivalent organizational documents) of such Person, (b) the bylaws, operating agreement (or the equivalent governing documents) of such Person and (c) any document setting forth the designation, amount or relative rights, limitations and preferences of any class or series of such Person's Stock.

"***Contingent Obligation***" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guarantying or having the economic effect of guarantying any Indebtedness or other obligation payable or performable by another Person (the "*primary obligor*") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring or holding harmless in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guarantying Person in good faith.

"***Continuation***" and "***Continue***" mean, (i) with respect to any Eurodollar Rate Loan, the continuation of such Eurodollar Rate Loan as a Eurodollar Rate Loan on the last day of the Interest Period for such Loan and (ii) with respect to any Eurocurrency Rate Loan, the continuation of such Eurocurrency Rate Loan as a Eurocurrency Rate Loan on the last day of the Interest Period for such Loan.

"***Contractual Obligation***" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"***Control Investment Affiliate***" means, as to any Person, (i) any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies and (ii) any limited partner or member of such Person, so long as such Person controls the voting rights of such limited partner or member with respect to the Capital Stock of such Person. For purposes of this definition, "***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 and "***controlled***" has a meaning correlative thereto.

"***Conversion***" and "***Convert***" mean the conversion of a Loan from one Type to another Type.

"***Cost Affected Lender***" has the meaning specified in *Section 3.07(a)(i)(C) (Substitution of Lenders)*.

"***Cost of Acquisition"*** means, with respect to any Acquisition, as at the date of entering into any agreement therefor, the *sum* of the Dollar Equivalent of the following (without duplication): (i) the value of the Stock or Stock Equivalents of the Borrower or any Subsidiary to be transferred in connection therewith, (ii) the amount of any cash and Fair Market Value of other property (excluding property described in *clause (i)* and the unpaid principal amount of any debt instrument) given as consideration, (iii) the amount (determined by using the face amount or the amount payable at maturity, whichever is greater) of any Indebtedness of the types described in *clauses (i), (iv), (v) and (vi)* of the definition thereof incurred, assumed, acquired or repaid by the Borrower or any Subsidiary in connection with such Acquisition, (iv) all additional purchase price amounts in the form of earn-outs and other Contingent Obligations that should be recorded on the balance sheet of the Borrower and its Subsidiaries in accordance with GAAP, (v) all amounts paid in respect of covenants not to compete, consulting agreements that should be recorded on the balance sheet of the Borrower and its Subsidiaries in accordance with GAAP, (vi) the aggregate Fair Market Value of all other consideration given by the Borrower or any Subsidiary in connection with such Acquisition that should be recorded on the balance sheet of the Borrower and its Subsidiaries in accordance with GAAP, and (vii) out-of-pocket transaction costs for the services and expenses of attorneys, accountants and other consultants incurred in effecting such transaction, and other similar transaction costs so incurred and capitalized in accordance with GAAP. For purposes of determining the Cost of Acquisition for any transaction, the Stock of the Borrower shall be valued (I) in the case of Stock that is then designated as a national market system security by the National Association of Securities Dealers, Inc. or is listed on a national securities exchange, the average of the last reported bid and ask quotations or the last prices reported thereon, and (II) with respect to any other shares of Stock, as determined by the Board of Directors of the Borrower and, if requested by the Agents, determined to be a reasonable valuation by the Borrower's Accountants.

"***Cost of Funds***" shall mean, with respect to the Foreign Currency Fronting Lender, the rate of interest which reflects the cost to the Foreign Currency Fronting Lender of obtaining funds of the type utilized to fund any Credit Extension to the Borrower in the local market for the period during which such Credit Extension is outstanding.

"***Credit Extension***" means each Borrowing and each L/C Credit Extension, as the case may be.

"***Cumulative Consolidated Net Income***" shall mean, for any period, Consolidated Net Income for such period, taken as a single accounting period. Cumulative Consolidated Net Income may be a positive or negative amount.

"***Cure Amount***" has the meaning specified in *Section 7.13 (Financial Covenants)*.

"***Cure Right***" has the meaning specified in *Section 7.13 (Financial Covenants)*.

"***CUSA***" has the meaning set forth in the introductory paragraph to this Agreement.

"***Debt Issuance***" means the incurrence of Indebtedness of the type specified in *clause (i)* of the definition of "*Indebtedness*" by the Borrower or any of its Subsidiaries.

"***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 of America or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or circumstance that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"***Default Rate***" means an interest rate equal to:

(i) in the case of Base Rate Loans, the Base Rate *plus* the Applicable Margin for such Loans *plus 2%* per annum;

(ii) in the case of Eurodollar Rate Loans, (x) prior to the expiration of the then applicable Interest Period for such Loans, the Eurodollar Rate *plus* the Applicable Margin for such Loans *plus* 2% per annum and (y) thereafter, the Base Rate *plus* the Applicable Margin for Revolving Loans that are maintained as Base Rate Loans *plus 2%* per annum;

(iii) in the case of Eurocurrency Rate Loans, (x) prior to the expiration of the then applicable Interest Period for such Loans, the Eurocurrency Rate *plus* the Applicable Margin for such Loans *plus* 2% per annum and (y) thereafter, (I) to the extent that such Loans remain outstanding as Eurocurrency Rate Loans, the Eurocurrency Rate for an Interest Period of one month *plus* the Applicable Margin for such Loans *plus* 2% per annum and (II) to the extent that such Loans are converted to Dollar denominated Revolving Loans, the Base Rate *plus* the Applicable Margin for Revolving Loans that are maintained as Base Rate Loans *plus 2%* per annum; and

(iv) for all other Obligations, the Base Rate *plus* the Applicable Margin for Revolving Loans that are maintained as Base Rate Loans *plus 2%* per annum.

"***Defaulting Lender***" means, at any time of determination thereof, any Lender that has failed to fund any portion of the Revolving Loans, the Term Loan, participations in L/C Obligations or participations in Swing Line Loans required to be funded by it hereunder, except to the extent that any such failure to fund is based on a good-faith dispute about such Lender's obligation so to fund, of which dispute the Administrative Agent has been informed in writing in reasonable detail.

"***Denomination Currency***" means any of Canadian Dollars, Euros, Yen and each other Alternative Currency designated as a "*Denomination Currency*" in accordance with *Section 2.16 (Designation of Additional Denomination Currencies*).

"***Deposit Account"*** has the meaning specified in the Pledge and Security Agreement.

"***Deposit Account Bank"*** means a financial institution selected or approved by the Agents.

"***Deposit Account Control Agreement"*** has the meaning specified in the Pledge and Security Agreement.

"***Direct Foreign Subsidiary***" means a Subsidiary other than a Domestic Subsidiary a majority of whose Voting Stock, or a majority of whose Subsidiary Securities, are owned by the Borrower or a Domestic Subsidiary.

"***Disposition***" or "***Dispose***" means the sale, transfer, license or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith or, in the case of any Subsidiary, issue or sell any shares of such Subsidiary's Stock or Stock Equivalents.

"***Disqualified Stock***" means any Equity Security which, by its terms (or by the terms of any security or other Equity Securities into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Stock), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Stock), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Securities that would constitute Disqualified Stock, in each case, on or prior to the first anniversary of the Stated Term Loan Maturity Date.

"***Dollar***" and "***$***" each mean the lawful money of the United States of America.

"***Dollar Equivalent***" of any amount means, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such amount is expressed in an Alternative Currency, the equivalent of such amount in Dollars determined by using the rate of exchange quoted by CIBC in New York, New York at 11:00 a.m. (New York time) on the date of determination to prime banks in New York for the spot purchase in the New York foreign exchange market of such amount of Dollars with such Alternative Currency and (c) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it reasonably deems appropriate.

"***Domestic Person***" means any "United States person" under and as defined in Section 7701(a)(30) of the Code.

"***Domestic Subsidiary***" means any Subsidiary of the Borrower organized under the laws of the United States of America, any state or territory thereof or the District of Columbia.

"***Eligible Assignee***" means (a) a Lender or any Affiliate or Approved Fund of such Lender, (b) a commercial bank having total assets in excess of the Dollar Equivalent of $5,000,000,000, (c) a finance company, insurance company or any other financial institution or fund, in each case reasonably acceptable to the Administrative Agent and regularly engaged in making, purchasing or investing in loans and having a net worth, determined in accordance with GAAP, in excess of the Dollar Equivalent of $250,000,000 or, to the extent net worth is less than such amount, a finance company, insurance company, other financial institution or fund, reasonably acceptable to the Administrative Agent and the Borrower or (d) a savings and loan association or savings bank organized under the laws of the United States or any State thereof having a net worth, determined in accordance with GAAP, in excess of the Dollar Equivalent of $250,000,000.

"***Eligible Securities***" means the following obligations and any other obligations approved prior to their incurrence in writing by the Administrative Agent:

(a) Government Securities;

(b) Other Securities;

(c) obligations of any corporation organized under the laws of any state of the United States of America or under the laws of any other nation, payable in the United States of America, expressed to mature not later than 92 days following the date of issuance thereof and rated in an investment grade rating category by S&P and Moody's;

(d) interest bearing demand or time deposits issued by any Lender or certificates of deposit maturing within one year from the date of issuance thereof and issued by a bank or trust company organized under the laws of the United States or of any state thereof having capital surplus and undivided profits aggregating at least the Dollar Equivalent of $400,000,000 and being rated "A" or better by S&P or "A" or better by Moody's; and

(e) Repurchase Agreements.

"***Entitlement Holder***" has the meaning given to such term in the UCC.

"***Entitlement Order***" has the meaning given to such term in the UCC.

"***Environmental Claim***" means any action, suit, proceeding, arbitration, claim, complaint, decree or lawsuit seeking damages or an order, injunction or similar relief against the Company or any of its Subsidiaries by any Person alleging personal injury, property damage or other potential liability, including any clean-up liability, arising out of, based on or resulting from any actual or threatened (a) release or disposal, or the presence in the environment, of any Hazardous Materials at any location, (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Laws or (c) exposure to any Hazardous Materials.

"***Environmental Laws***" means all Laws (a) related to Releases or threatened Releases of any Hazardous Materials in soil, surface water, groundwater or air, (b) governing the use, treatment, storage, disposal, transport or handling of Hazardous Materials or (c) related to the protection of the environment, natural resources or human health or safety (as it relates to environmental protection). Such "Environmental Laws" include, but are not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Emergency Planning and Community Right-to-Know Act and the Occupational Safety and Health Act (but only to the extent it

regulates occupational exposure to Hazardous Materials) and their respective state, local or foreign analogs and the regulations or orders enacted or promulgated pursuant to such Laws.

"***Environmental Liabilities***" means (a) clean-up costs (or other reasonably associated expenses) incurred by the Borrower or any of its Subsidiaries in connection with the environmental conditions for which the Borrower or any of its Subsidiaries is responsible at any Real Property of the Borrower or any such Subsidiary) and (b) damages, costs, fines, charges, penalties or other regulatory assessments for any non-compliance at any Real Property of the Borrower or any of its Subsidiaries with any Environmental Laws imposed or incurred by the Borrower or any of its Subsidiaries as a result of or in connection with an Environmental Claim (including, in the case of *clauses (a)* and *(b)* above, settlement costs, court costs and any reasonable Attorneys Costs or expert or consulting fees and expenses incurred in connection with defending any actions, but excluding indirect, punitive, special or exemplary damages and unforeseen or other consequential damages).

"***Environmental Permits***" means all Permits required under Environmental Laws.

"***Equity Issuance***" means the issue or sale of any Equity Securities of the Borrower or any Subsidiary of the Borrower by the Borrower or any Subsidiary of the Borrower to any Person other than the Borrower or any Subsidiary of the Borrower.

"***Equity Securities***" means, with respect to any Person at any time, the Stock of such Person, and, if applicable, the Stock Equivalents of such Person.

"***ERISA***" means the Employee Retirement Income Security Act of 1974 and all regulations issued pursuant thereto.

"***ERISA Affiliate***" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"***ERISA Event***" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

"***Eurocurrency Rate***" means for any Interest Period with respect to any Eurocurrency Rate Loan, a rate per annum determined by the Foreign Currency Fronting Lender pursuant to the following formula:

$$\frac{\text{Eurocurrency Base Rate}}{\text{1.00 – Eurodollar Reserve Percentage}}$$

Where "***Eurocurrency Base Rate***" means, for such Interest Period:

(a) the rate per annum equal to the rate determined by the Foreign Currency Fronting Lender to be the offered rate that appears on page 3750 of the Telerate screen (or any successor thereto) (or such other page of the Telerate as is customary for the relevant Denomination Currency) that displays an average British Bankers Association Interest Settlement Rate for deposits in the relevant Denomination Currency (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period, determined as of approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period, or

(b) if the rate referenced in the preceding *clause (a)* does not appear on such page or service or such page or service shall not be available, the rate per annum equal to the rate determined by the Foreign Currency Fronting Lender to be the offered rate on such other page or other service that displays an average British Bankers Association Interest Settlement Rate for deposits in the relevant Denomination Currency (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period, determined as of approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period, or

(c) if the rates referenced in the preceding *clauses (a)* and *(b)* are not available, the rate per annum determined by the Foreign Currency Fronting Lender as the rate of interest at which deposits in the relevant Denomination Currency for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurocurrency Rate Loan being made, Continued or Converted by CIBC in its capacity as a Lender and with a term equivalent to such Interest Period that would be offered to CIBC in the London interbank eurocurrency market at its request at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period.

The determination of the Eurocurrency Rate by the Foreign Currency Fronting Lender shall be conclusive in the absence of manifest error.

"***Eurocurrency Rate Loan***" shall mean each Foreign Currency Loan hereunder at such time as it is made and/or being maintained at a rate of interest based upon the Eurocurrency Rate.

"***Eurodollar Rate***" means for any Interest Period with respect to any Eurodollar Rate Loan, a rate per annum determined by the Administrative Agent pursuant to the following formula:

$$\text{Eurodollar Rate} = \frac{\text{Eurodollar Base Rate}}{\text{1.00 – Eurodollar Reserve Percentage}}$$

Where "***Eurodollar Base Rate***" means, for such Interest Period:

(a) the rate per annum equal to the rate determined by the Administrative Agent to be the offered rate that appears on page 3750 of the Telerate screen (or any successor thereto) that displays an average British Bankers Association Interest Settlement Rate for deposits in Dollars

(for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period, determined as of approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period, or

(b) if the rate referenced in the preceding *clause (a)* does not appear on such page or service or such page or service shall not be available, the rate per annum equal to the rate determined by the Administrative Agent to be the offered rate on such other page or other service that displays an average British Bankers Association Interest Settlement Rate for deposits in Dollars (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period, determined as of approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period, or

(c) if the rates referenced in the preceding *clauses (a)* and *(b)* are not available, the rate per annum determined by the Administrative Agent as the rate of interest at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurodollar Rate Loan being made, Continued or Converted by CIBC in its capacity as a Lender and with a term equivalent to such Interest Period that would be offered to CIBC in the London interbank eurodollar market at its request at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period.

The determination of the Eurodollar Rate by the Administrative Agent shall be conclusive in the absence of manifest error.

"***Eurodollar Rate Loan***" means a Loan (including a Segment) bearing interest or to bear interest at the Eurodollar Rate.

"***Eurodollar Rate Segment***" means a Segment bearing interest or to bear interest at the Eurodollar Rate.

"***Eurodollar Reserve Percentage***" means, for any day during any Interest Period for any Eurodollar Rate Loan or any Eurocurrency Rate Loan, the reserve percentage (expressed as a decimal, carried out to five decimal places) in effect on such day, whether or not applicable to any Lender, under regulations issued from time to time by the FRB (or any other Governmental Authority having jurisdiction with respect thereto) for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) with respect to eurocurrency funding (currently referred to as "Eurocurrency liabilities"). The Eurodollar Rate for each outstanding Eurodollar Rate Loan and the Eurocurrency Rate for each outstanding Eurocurrency Rate Loan shall each be adjusted automatically as of the effective date of any change in the Eurodollar Reserve Percentage. The determination of the Eurodollar Reserve Percentage by the Administrative Agent (or in the case of any Foreign Currency Loan, the Foreign Currency Fronting Lender) shall be conclusive in the absence of manifest error.

"***Euros***" and "***€***" each mean the lawful money of the member states of the European Union.

"***Event of Default***" means any of the events or circumstances specified in *Section 8.01 (Events of Default)*.

"***Excess Cash Flow***" means, with respect to the Borrower and its Subsidiaries for any fiscal year, (i) Consolidated EBITDA for such period (including therein any net gain or loss, as applicable, of an extraordinary nature otherwise excluded from the calculation thereof in the definition of

"*Consolidated Net Income*" and excluding the pro forma historical results of operations of Persons acquired in connection with Permitted Acquisitions prior to the date of the acquisition thereof by the Borrower or its Subsidiaries), *plus*, without duplication, (ii) the cash provided by changes in Consolidated Working Capital of the Borrower during such period, as reflected on the Borrower's statement of cash flows, *minus*, without duplication, (iii) (A) the cash used by changes in Consolidated Working Capital of the Borrower during such period, as reflected on the Borrower's statement of cash flows; (B) Capital Expenditures for such period; (C) Consolidated Fixed Charges for such period; (D) cash payments made during such period constituting all or part of any Prior Acquisition Earn-Out or any Permitted Acquisition Earn-Out; (E) the amount of any pension contributions paid in cash during such period; (F) the amount of any Environmental Liabilities paid in cash during such period; (G) the amount of any litigation settlement payments made in cash during such period; (H) the amount of Permitted Restructuring Charges during such period that are paid or accrued for such periods; (I) taxes paid in cash during such period; (J) cash used during such period to consummate a Permitted Acquisition to the extent not financed with the proceeds of long-term Indebtedness, Indebtedness permitted pursuant to *Section 7.03(n) (Indebtedness)* hereof, Equity Issuances or other proceeds from a financing transaction that would not be included in Consolidated EBITDA; and (K) solely with respect to the 2006 fiscal year of the Borrower, any amounts designated as a 2006 Excess Cash Flow deduction by the Borrower and paid on or prior to March 15, 2007 in respect of working capital adjustments related to the PM Acquisition.

"***Exchange Act***" means the Securities Exchange Act of 1934.

"***Existing AHI Agent***" means General Electric Capital Corporation, in its capacity as administrative agent under the Existing AHI Credit Agreement.

"***Existing AHI Credit Agreement***" means that certain Credit Agreement, dated as of December 18, 2002, among AHI, as borrower, the lenders and issuers party thereto and the Existing AHI Agent, as amended, supplemented or otherwise modified prior to the Closing Date.

"***Existing Jarden Agent"*** means CIBC, in its capacity as administrative agent under the Existing Jarden Credit Agreement.

"***Existing Jarden Credit Agreement***" means the Second Amended and Restated Credit Agreement, dated as of June 11, 2004, among the Borrower, the lenders and issuers party thereto, CIBC, as administrative agent, Citicorp North America, Inc., as syndication agent, and National City Bank of Indiana and BofA, as co-documentation agents, as amended, supplemented or otherwise modified prior to the Closing Date.

"***Existing Letters of Credit***" has the meaning specified in *Section 2.04(m) (Existing Letters of Credit)*.

"***Existing THG Letters of Credit***" has the meaning specified in *Section 2.04(o) (Existing THG Letters of Credit)*.

"***Facility***" means any one or both, as the context may require, of the Revolving Credit Facility and the Term Loan Facility.

"***Facilities Increase***" has the meaning specified in *Section 2.01(b)(i) (Term Loan; Facilities Increase)*.

"***Facilities Increase Date***" has the meaning specified in *Section 2.01(b)(iii) (Term Loan; Facilities Increase)*.

"***Facilities Increase Notice***" means a notice from the Borrower to the Agents requesting a Facilities Increase, which may include any proposed term and condition for such proposed Facilities Increase but shall include in any event the amount of such proposed Facilities Increase.

"***Factoring Agreement***" means an agreement (other than an A/R Collection Agreement) by and between the Borrower or a Subsidiary and a Factoring Company pursuant to which the Borrower or such Subsidiary shall sell, transfer and assign its rights, title and interests in certain accounts receivable, specifically identified therein, to a Factoring Company, a copy of which has been provided to the Administrative Agent prior to its execution and delivery by all parties thereto and the terms of which are acceptable to the Administrative Agent in form and substance in its reasonable discretion.

"***Factoring Arrangements"*** means, collectively, each A/R Collection Agreement and each Factoring Agreement.

"***Factoring Company***" means that certain Person party to any Factoring Agreement to whom the Borrower or a Subsidiary sells, transfers and assigns its right, title and interests in certain accounts receivable pursuant to the terms of such Factoring Agreement.

"***Fair Market Value***" means (a) with respect to any asset or group of assets at any date, the value of the consideration obtainable in a sale of such asset at such date assuming a sale by a willing seller to a willing purchaser dealing at arm's length and arranged in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset, as reasonably determined by the Board of Directors of the Borrower or, if such asset shall have been the subject of a relatively contemporaneous appraisal by an independent third party appraiser, the basic assumptions underlying which have not materially changed since its date, the value set forth in such appraisal and (b) with respect to any marketable security that cannot be valued in accordance with the preceding *clause (a)*, at any date, the average closing sale price of such security measured for the period of five Business Days immediately preceding such date, as appearing in any published list of any national securities exchange or the NASDAQ Stock Market or, if there is no such closing sale price of such security, the final price for the purchase of such security at face value quoted on such Business Day by a financial institution of recognized standing regularly dealing in securities of such type and selected by the Agents.

"***Federal Funds Rate***" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to LCPI on such day on such transactions as determined by the Administrative Agent.

"***First Facilities Increase***" means that certain Facilities Increase effective on April 11, 2005 providing for Incremental Term Loans in an aggregate principal amount of $100,000,000.

"***Foreign Currency Borrowing***" means a borrowing consisting of simultaneous Foreign Currency Loans having the same Interest Period, made by the Foreign Currency Fronting Lender pursuant to *Section 2.02(b) (Revolving Loans; Foreign Currency Loans)*.

"***Foreign Currency Fronting Fee***" has the meaning specified in *Section 2.10(b) (Fees)*.

"***Foreign Currency Fronting Lender***" means LCPI, acting through one or more of its agencies, branches or Affiliates, in its capacity as fronting bank for the Revolving Lenders with respect to Foreign Currency Loans.

"***Foreign Currency Loan Notice***" means a notice of (a) a Foreign Currency Borrowing, (b) a Conversion of Foreign Currency Loans or (c) a Continuation of Foreign Currency Loans as the same Type, pursuant to *Section 2.03(b) (Borrowings, Conversions and Continuations)*, substantially in the form of *Exhibit A-3 (Form of Foreign Currency Loan Notice)*.

"***Foreign Currency Loans***" means revolving loans that are denominated in a Denomination Currency, bear interest at the Eurocurrency Rate and made by the Foreign Currency Fronting Lender pursuant to *Section 2.02(b) (Revolving Loans; Foreign Currency Loans)*.

"***Foreign Currency Sublimit***" shall mean $50,000,000.

"***Foreign Subsidiary***" means each Subsidiary that is not a Domestic Subsidiary.

"***Four-Quarter Period***" means a period of four full consecutive fiscal quarters of the Borrower and its Subsidiaries, taken together as one accounting period.

"***FRB***" means the Board of Governors of the Federal Reserve System of the United States of America.

"***Fund***" means any Person (other than a natural Person) that is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course.

"***GAAP***" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such

other principles as may be approved by a significant segment of the accounting profession, that are applicable to the circumstances as of the date of determination, consistently applied with respect to accounting principles.

"***Gaming Authority***" means any Governmental Authority that holds regulatory, licensing or permit authority with respect to gaming matters within its jurisdiction.

"***Gaming Authorizations***" means any and all permits, licenses, findings of suitability, authorizations, approvals, plans, directives, consent orders or consent decrees of or from any federal, state or local court, or any Governmental Authority (including any Gaming Authority) required by any Gaming Authority or under any Gaming Law.

"***Gaming Laws***" means all statutes, rules, regulations, ordinances, codes, administrative or judicial orders or decrees or other laws pursuant to which any Gaming Authority possesses regulatory, licensing or permit authority over gaming activities conducted by the Borrower or any of its Subsidiaries within its jurisdiction.

"***Government Securities***" means, collectively, (i) direct obligations of, or obligations the timely payment of principal and interest on which are fully and unconditionally guaranteed by, the United States of America, (ii) securities issued by any state or municipality within the United States (or, in the case of securities arising from student loans, approved by any such state or municipality) that are rated "A-1" or better by S&P or "P-1" or better by Moody's and (iii) securities issued or fully guaranteed or insured by any Approved Member State, or an agency or instrumentality thereof (*provided*, that the full faith and credit of the applicable Approved Member State is pledged in support of those securities) and having maturities of not more than one year.

"***Governmental Authority***" means any nation or government, any state or other political subdivision thereof, 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, and any corporation or other entity (other than one performing solely a commercial function) owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing, including any Gaming Authority.

"***Guarantors***" means, collectively or individually as the context may indicate, each Domestic Subsidiary of the Borrower and each other Person, in each case, that is or becomes a party to the Guaranty; *provided*, that no Securitization Entity shall be considered a Guarantor hereunder.

"***Guaranty***" means that certain Guaranty Agreement dated as of the Closing Date (as amended, restated, supplemented or modified from time to time) among the Guarantors and the Administrative Agent substantially in the form of *Exhibit F (Form of Guaranty)*, as amended, restated, supplemented or otherwise modified from time to time.

"***Hazardous Materials***" means all materials, substances or wastes characterized, classified or otherwise regulated under any Environmental Laws as hazardous, toxic, radioactive, or a pollutant, contaminant or explosive or words of similar meaning or effect, 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, the generation, handling, storage, transportation, disposal, treatment, release, discharge or emission of which is subject to any Environmental Law.

"***Honor Date***" has the meaning set forth in *Section 2.04(c)(i)* (*Drawings and Reimbursements; Funding of Participations*).

"***Immaterial Subsidiary***" means any Domestic Subsidiary that (i) has total assets (including Equity Securities of other Subsidiaries), when aggregated with the assets of all other Subsidiaries previously or substantially simultaneously to be designated as "Immaterial Subsidiaries," of less than 10% of the total domestic assets of the Borrower and its Subsidiaries (calculated as of the most recent fiscal period with respect to which the Agents shall have received financial statements required to be delivered pursuant to *Sections 6.01(a)* or *(b) (Financial Statements)*), and (ii) has revenues, when aggregated with the revenues of all other Subsidiaries previously or substantially simultaneously to be designated as "Immaterial Subsidiaries," of less than 10% of total revenues of the Borrower and its Domestic Subsidiaries (calculated as of the most recent fiscal period with respect to which the Agents shall have received financial statements required to be delivered pursuant to *Sections 6.01(a)* or *(b) (Financial Statements)*).

"***Incremental Debt***" has the meaning set forth in *Section 1.03(c)(ii) (Accounting Terms)*.

"***Incremental Lender***" has the meaning set forth in *Section 2.01(b) (Term Loan; Facilities Increase)*.

"***Incremental Revolving Lender***" has the meaning set forth in *Section 2.01(b) (Term Loan; Facilities Increase)*.

"***Incremental Term Loan***" has the meaning set forth in *Section 2.01(b)(i) (Term Loan; Facilities Increase)*.

"***Incremental Term Loan Lender***" has the meaning set forth in *Section 2.01(b) (Term Loan; Facilities Increase)*.

"***Indebtedness***" means, as to any Person at a particular time, all of the following without duplication, whether or not included as indebtedness or liabilities in accordance with GAAP:

(i) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(ii) all direct or Contingent Obligations of such Person arising under letters of credit (including standby and commercial letters of credit), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(iii) net obligations under any Swap Contract in an amount equal to the Swap Termination Value thereof;

(iv) all obligations of such Person to pay the deferred purchase price of property or services (other than accrued expenses and trade accounts payable in the ordinary course of business);

(v) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales

or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(vi) Capital Leases and Synthetic Lease Obligations;

(vii) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any Stock or Stock Equivalents of such Person, valued, in the case of redeemable preferred stock, at the greater of its voluntary liquidation preference and its involuntary liquidation preference plus accrued and unpaid dividends, and

(viii) all Contingent Obligations of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any Capital Lease or Synthetic Lease Obligation as of any date shall be deemed to be the amount of Attributable Indebtedness in respect thereof as of such date. For the avoidance of doubt, (x) the Series B Preferred Stock and, prior to the seven month anniversary of the Closing Date, the Series C Preferred Stock and (y) so long as Coleman is the owner of all of the outstanding Coleman IRB Bonds, the obligations of Coleman under the Coleman IRB Indentures and the Coleman IRB Leases, shall not be considered "Indebtedness" for purposes of the Credit Agreement and the other Loan Documents.

"***Indemnified Matters***" has the meaning set forth in *Section 10.05(a) (Indemnification)*.

"***Indemnitee***" has the meaning set forth in *Section 10.05(a) (Indemnification)*.

"***Informational Website***" has the meaning set forth in *Section 6.02 (Certificates; Other Information)*.

"***Insurance Coverage***" means insurance coverage provided by a policy of insurance or by a program of self-insurance to the extent permitted under this Agreement.

"***Intellectual Property***" has the meaning specified in the Pledge and Security Agreement.

"***Intellectual Property Security Agreement***" has the meaning specified in the Pledge and Security Agreement.

"***Interbank Offered Rate***" has the meaning therefor set forth in the definition of Eurodollar Rate.

"***Interest Coverage Ratio***" means, with respect to the Borrower and its Subsidiaries for any Four-Quarter Period ending on the date of computation thereof, the ratio of (i) Consolidated EBITDA for such period to (ii) Cash Interest Expense for such period.

"***Interest Payment Date***" means, (a) as to any Eurodollar Rate Loan or Eurocurrency Rate Loan the last day of the relevant Interest Period, any date that such Loan is prepaid or, in the case of Eurodollar Rate Loans, Converted, in whole or in part, and the Revolving Credit Maturity Date, or the Term Loan Maturity Date, as applicable; *provided*, *however*, that if any Interest Period for a Eurodollar Rate Loan exceeds three months, interest shall also be paid on the Business Day which falls every three months after the beginning of such Interest Period; and (b) as to any Base Rate Loan or Swing Line Loan,

the last Business Day of each March, June, September and December and the Revolving Credit Maturity Date, or the Term Loan Maturity Date, as applicable*; provided, further*, that interest accruing at the Default Rate, if applicable, shall be payable from time to time upon demand of the Administrative Agent.

"***Interest Period***" means, (a) for each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or on the date any Loan is Continued as or Converted into a Eurodollar Rate Loan and ending, in each case, on the date which is one, two, three or six months thereafter (or, if available to all Lenders, nine or twelve months thereafter), as selected by the Borrower in its Revolving Loan Notice or Term Loan Interest Rate Selection Notice and (b) for each Eurocurrency Rate Loan, the period commencing on the date such Eurocurrency Rate Loan is disbursed or on the date any Loan is Continued as or Converted into a Eurocurrency Rate Loan and ending, in each case, on the date which is one, two or three months thereafter, as selected by the Borrower in its Foreign Currency Loan Notice; *provided* that in each case:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) no Interest Period shall extend beyond the Stated Maturity Date or, with respect to any Segment of the Term Loan, the Stated Term Loan Maturity Date.

"***International Holding Company***" means each Domestic Subsidiary of the Borrower that owns no assets or property other than the Voting Stock of one or more Foreign Subsidiaries. For purposes of this definition, "*Voting Stock*" means, as to any issuer, the issued and outstanding shares of each class of capital stock or other ownership interests of such issuer entitled to vote (within the meaning of Treasury Regulations § 1.956-2(c)(2)).

"***Intropack***" means Intropack, a Korean corporation.

"***Intropack Agreement***" means that certain Intellectual Property Assignment Agreement, dated as of November 27, 2002, by and among Tilia International, Inc., Intropack and Kyul Joo Lee, an individual, pursuant to which Tilia International, Inc., a Guarantor, has acquired, and will acquire, certain Intellectual Property useful in the business of the Loan Parties.

"***Investment***" means, as to any Person, any acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Stock or Stock Equivalents of another Person, (b) a loan, advance or capital contribution to, guaranty of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment, but including subsequent amounts of Investments in the same Person at the time such amount is actually invested, whether pursuant to earn-outs, working capital adjustments or other Contractual Obligations, or otherwise.

"***IRS***" means the United States Internal Revenue Service and any successor Governmental Authority performing a similar function.

"***Joint Venture***" means any Person (a) that is not a Loan Party or a Subsidiary of a Loan Party and (b) for which the Loan Parties and their Subsidiaries, taken as a whole, are, directly or indirectly, the beneficial owners of 5% or more of the Stock or Stock Equivalents thereof in the aggregate.

"***Judgment Currency***" has the meaning specified in *Section 10.18 (Submission to Jurisdiction; Service of Process)*.

"***Land***" of any Person means all of those plots, pieces or parcels of land now owned, leased or hereafter acquired or leased or purported to be owned, leased or hereafter acquired or leased (including, in respect of the Loan Parties, as reflected in the most recent Financial Statements) by such Person.

"***Laws***" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"***LBI***" means Lehman Brothers Inc.

"***LCPI***" means Lehman Commercial Paper Inc., acting through one or more of its agencies, branches or Affiliates.

"***L/C Advance***" means, with respect to each Revolving Lender, such Revolving Lender's funding of its participation in any L/C Borrowing in accordance with its Pro Rata Revolving Share as set forth in *Section 2.04(c) (Drawings and Reimbursements; Funding of Participations)*.

"***L/C Borrowing***" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Borrowing.

"***L/C Credit Extension***" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

"***L/C Issuer***" means (i) each of CIBC, CUSA, BofA (including with respect to the Existing Letters of Credit) and Wachovia (or Affiliates of any of them, including, in the case of CUSA, Citibank), each in their respective capacities as issuers of Letters of Credit hereunder and (ii) each other Lender or Affiliate of a Lender that hereafter becomes an L/C Issuer with the approval of the Agents and the Borrower by agreeing pursuant to an agreement with and in form and substance satisfactory to the Agents and the Borrower to be bound by the terms hereof applicable to L/C Issuers.

"***L/C Obligations***" means, as at any date of determination, the aggregate undrawn face amount of all outstanding Letters of Credit *plus* the aggregate of all Unreimbursed Amounts, including all L/C Borrowings.

"***Leases***" means, with respect to any Person, all of those leasehold estates in real property of such Person, as lessee, as such may be amended, supplemented or otherwise modified from time to time.

"***Lender***" means the Swing Line Lender and each other financial institution or other entity that (a) is listed on the signature pages hereof as a "*Lender*" or as the "*Foreign Currency Fronting Lender*", (b) from time to time becomes a party hereto pursuant to a duly executed Assignment and Acceptance, (c) from time to time becomes the Foreign Currency Fronting Lender hereunder pursuant to *Section 2.17 (Resignation or Removal of the Foreign Currency Fronting Lender)* or (d) becomes a party hereto in connection with a Facilities Increase by execution of an assumption agreement, in form and substance reasonably satisfactory to the Agents and the Borrower, in connection with such Facilities Increase.

"***Lending Office***" means, as to any Lender, the office or offices of such Lender described as such on *Schedule II (Applicable Lending Offices and Addresses for Notices)*, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

"***Letter of Credit***" means any letter of credit issued by an L/C issuer hereunder. A Letter of Credit may be a commercial letter of credit or a standby letter of credit.

"***Letter of Credit Application***" means the request for the issuance or amendment of a Letter of Credit, substantially in the form of *Exhibit H (Form of Request for Issuance of Letter of Credit)* or, to the extent acceptable to the applicable L/C Issuer, the electronic equivalent thereof containing substantially the same information.

"***Letter of Credit Expiration Date***" means the day that is five days prior to the Stated Maturity Date (or, if such day is not a Business Day, the next preceding Business Day).

"***Letter of Credit Fee***" has the meaning specified in *Section 2.04(i) (Letter of Credit Fees)*.

"***Letter of Credit Sublimit***" means, at any time, an amount equal to the lesser of the Aggregate Revolving Credit Commitments at such time and the Dollar Equivalent of $150,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Revolving Credit Commitments.

"***Lien***" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the UCC or comparable Laws of any jurisdiction) of or in property securing any obligation to, or a claim by a Person other than the owner of such property, whether statutory, by contract or otherwise, including the interest of a purchaser of accounts receivable.

"***Loan***" means an extension of credit by a Lender to the Borrower under *Article II (The Commitments and Credit Extensions)* in the form of a Revolving Loan, a Foreign Currency Loan, the Term Loan or a Swing Line Loan, including any Segment, as the context requires.

"***Loan Documents***" means this Agreement, the Notes (if any), the Guaranty, each Collateral Document, the Local Credit Facility Intercreditor Agreement, the Agent/Arranger Fee Letter, each Revolving Loan Notice, each Foreign Currency Loan Notice, each Term Loan Interest Rate

Selection Notice, each Letter of Credit Application, each Compliance Certificate, each Cash Management Document, each Related Swap Contract and all other instruments and documents heretofore or hereafter executed or delivered to or in favor of any Lender or either Agent in connection with the Loans made and transactions contemplated by this Agreement.

"***Loan Parties***" means, collectively, the Borrower, each Guarantor and each other Person providing Collateral pursuant to any Collateral Document.

"***Local Agent***" means each administrative agent in respect of each Local Credit Facility.

"***Local Borrower***" means each Foreign Subsidiary that is a borrower under a Local Credit Facility.

"***Local Credit Facility***" means each loan or line of credit (x) made available by one or more Local Lenders to a Foreign Subsidiary of the Borrower pursuant to the applicable Local Credit Documents and (y) guaranteed by the Borrower pursuant to a Local Credit Facility Guaranty.

"***Local Credit Facility Documents***" means, with respect to any Local Credit Facility, each promissory note, loan agreement, Local Related Swap Contract, Local Credit Facility Guaranty and each other material transaction document or instrument entered into or delivered by the applicable Foreign Subsidiary, the Borrower and any other Subsidiary relating to or in connection with such Local Credit Facility, each in form and substance satisfactory to the Agents.

*"**Local Credit Facility Guaranty**"* means each guaranty agreement entered into by the Borrower in favor of a Local Agent or the applicable Local Lenders, in form and substance satisfactory to the Agents, as amended, restated, supplemented or otherwise modified from time to time in accordance with this Agreement.

"***Local Credit Facility Guaranty Obligations***" means the obligations, covenants and duties of the Borrower under each Local Credit Facility Guaranty.

"***Local Credit Facility Intercreditor Agreement***" means that certain Intercreditor Agreement, dated as of December 21, 2005, by and among the Borrower, each Local Borrower, the Administrative Agent and each Local Lender (or Local Agent in respect of such Local Lenders) in respect of each Local Credit Facility.

"***Local Facility Agent***" means with respect to any Local Credit Facility, the Local Agent and, if applicable, the syndication agent and/or documentation agent in respect of such Local Credit Facility.

"***Local Lender***" means each bank or other financial institution (in each case, reasonably acceptable to the Agents), that provides a Local Credit Facility to a Local Borrower (and, solely to the extent of any obligations relating directly to the applicable Local Loans, Affiliates or Subsidiaries of such banks or financial institutions (in each case, such Affiliates or Subsidiaries to be reasonably acceptable to the Agents)).

"***Local Loans***" means the Local Term Loans and the Local Revolving Loans.

"***Local Related Swap Contracts***" means all Swap Contracts which are entered into or maintained with a Local Facility Agent, a Local Lender or an Affiliate of a Local Facility Agent or Local Lender which are permitted or required by the express terms of the applicable Local Loan Documents.

"***Local Revolving Loans***" means the revolving credit loans or other extensions of credit (other than Local Term Loans), if any, made pursuant to any Local Credit Facility.

"***Local Term Loans***" means the term loans made pursuant to any Local Credit Facility.

"***Material Adverse Effect***" means a material adverse change in, or a material adverse effect upon, (a) (i) on the Closing Date, the business, assets, operations, properties, condition (financial or otherwise), liabilities (contingent or otherwise) or prospects of (A) the Borrower and its Subsidiaries, taken as a whole (including after giving effect to the AHI Acquisition), or (B) the AHI Companies, in each case since December 31, 2003 and (ii) after the Closing Date, the business, assets, operations, properties, condition (financial or otherwise), liabilities (contingent or otherwise) or prospects of the Borrower and its Subsidiaries taken as a whole (including after giving effect to each Permitted Acquisition) since December 31, 2003; (b) the ability of the Borrower or the Loan Parties to pay or perform their respective obligations under each Loan Document to which it is party; (c) the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party; or (d) the ability of the Agents, the Foreign Currency Fronting Lender and/or the Syndicated Lenders to enforce their respective rights and remedies under the Loan Documents.

"***Material Intellectual Property***" has the meaning specified in the Pledge and Security Agreement.

"***Maximum Rate***" has the meaning specified in *Section 10.10* (*Interest Rate Limitation*).

"***Minimum Currency Borrowing Amount***" means (i) in the case of Canadian Dollars, a principal amount equal to C$5,000,000 or a whole multiple of C$1,000,000 in excess thereof; (ii) in the case of Euros, a principal amount equal to €4,000,000 or a whole multiple of €1,000,000 in excess thereof; (iii) in the case of Yen, a principal amount equal to ¥500,000,000 or a whole multiple of ¥100,000,000 in excess thereof and (iv) in the case of any other Denomination Currency permitted under this Agreement, an amount to be agreed by the Foreign Currency Fronting Lender, the Administrative Agent and the Borrower.

"***Moody's***" means Moody's Investors Service, Inc. and any successor thereto.

"***Multiemployer Plan***" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding three calendar years, has made or been obligated to make contributions.

"Net Proceeds" means:

(i) with respect to any Disposition by the Borrower or any Subsidiary, the excess, if any, of (i) the sum of cash and cash equivalents received in connection with such Disposition (including any cash received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness that is secured by such asset and that is required to be repaid in connection with such Disposition (other than Indebtedness under the Loan Documents), (B) the out-of-pocket expenses incurred by the Borrower or any Subsidiary in connection with

such Disposition and (C) all taxes required to be paid or accrued as a result of any gain recognized in connection therewith;

(ii) with respect to any Debt Issuance or Equity Issuance, cash payments received by the Borrower or any Subsidiary therefrom as and when received, net of all legal, accounting, banking and underwriting fees and expenses, commissions, discounts and other issuance expenses incurred in connection therewith and all taxes required to be paid or accrued as a consequence of such issuance; and

(iii) with respect to any Property Loss Event, any cash payments received by the Borrower or any Subsidiary therefrom, including cash insurance payments received by the Borrower or any Subsidiary, as and when received, net of all direct out of pocket costs and expenses incurred in the collection of claims, together with any taxes required to be paid or accrued as a consequence of the receipt of such insurance proceeds.

"***Non-Cash Interest Expense***" means, with respect to the Borrower and its Subsidiaries for any period, the sum of the following amounts to the extent included in the definition of Consolidated Interest Expense (a) the amount of debt discount and debt issuance costs amortized and (b) interest payable in evidences of Indebtedness or by addition to the principal of the related Indebtedness.

"***Non-Consenting Lender"*** has the meaning specified in *Section 10.01(c)* (*Amendments, Etc.*).

"***Non-U.S. Person***" means any Person that is not a Domestic Person.

"***Non-U.S. Lender***" has the meaning specified in *Section 10.15 (Tax Forms)*.

"***Nonrenewal Notice Date***" has the meaning specified in *Section 2.04(b)(iii)* (*Procedures for Issuance and Amendment of Letters of Credit; Auto-Renewal of Letters of Credit*).

"***Notes***" means, collectively, the Revolving Loan Notes, the Term Loan Notes and the Swing Line Note.

"***Notice of Intent to Cure***" has the meaning specified in *Section 6.02 (Certificates; Other Information)*.

"***Obligations***" means (x) the Loans, the L/C Obligations and all other amounts, obligations, covenants and duties owing by the Borrower to the Administrative Agent, the Syndication Agent, the Foreign Currency Fronting Lender, any Syndicated Lender, any L/C Issuer, any Affiliate of any of them or any Indemnitee, of every type and description (whether by reason of an extension of credit, opening or amendment of a letter of credit or payment of any draft drawn or other payment thereunder, loan, guaranty, indemnification, foreign exchange or currency swap transaction, interest rate hedging transaction or otherwise), present or future, arising under this Agreement, any other Loan Document (including Cash Management Documents and Related Swap Contracts that are Loan Documents) and (y) solely for the purposes of the definition of Secured Obligations, *Section 8.03 (Application of Funds)*, the Guaranty and the Collateral Documents, the Local Credit Facility Guaranty Obligations owing by the Borrower to the applicable Local Lenders, and in the case of each of the foregoing *clauses (x)* and *(y)*, whether such Obligations are direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired (including interest that accrues after the commencement by or against the Borrower or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in

such proceeding) and whether or not evidenced by any note, guaranty or other instrument or for the payment of money, including all letter of credit, cash management and other fees, interest, charges, expenses, Attorney Costs, Cash Management Obligations and other sums chargeable to the Borrower under this Agreement, any other Loan Document (including Cash Management Documents and Related Swap Contracts that are Loan Documents) and all obligations of the Borrower under any Loan Document to Cash Collateralize any L/C Obligation.

"***Off-Balance Sheet Liabilities***" means, with respect to any Person as of any date of determination thereof, without duplication and to the extent not included as a liability on the consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP, including the notes thereto: (a) with respect to any asset securitization transaction (including any accounts receivable purchase facility) (i) the unrecovered investment of purchasers or transferees of assets so transferred and (ii) any other payment, recourse, repurchase, hold harmless, indemnity or similar obligation of such Person or any of its Subsidiaries in respect of assets transferred or payments made in respect thereof, other than limited recourse provisions that are customary for transactions of such type and that neither (x) have the effect of limiting the loss or credit risk of such purchasers or transferees with respect to payment or performance by the obligors of the assets so transferred nor (y) impair the characterization of the transaction as a true sale under applicable Laws (including Debtor Relief Laws); (b) the monetary obligations under any financing lease or so-called "synthetic," tax retention or off-balance sheet lease transaction which, upon the application of any Debtor Relief Law to such Person or any of its Subsidiaries, would be characterized as indebtedness; (c) the monetary obligations under any sale and leaseback transaction which does not create a liability on the consolidated balance sheet of such Person and its Subsidiaries; or (d) any other monetary obligation arising with respect to any other transaction which (i) upon the application of any Debtor Relief Law to such Person or any of its Subsidiaries, would be characterized as indebtedness or (ii) is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheet of such Person and its Subsidiaries (for purposes of this *clause (d)*, any transaction structured to provide tax deductibility as interest expense of any dividend, coupon or other periodic payment will be deemed to be the functional equivalent of a borrowing).

"***Organizational Action***" means with respect to any corporation, limited liability company, partnership, limited partnership, limited liability partnership or other legally authorized incorporated or unincorporated entity, any corporate, organizational or partnership action (including any required shareholder, member or partner action), or other similar official action, as applicable, taken by such Person.

"***Other Securities***" means, collectively, (i) short-term instruments (i.e. having a maturity of less than one year at the time of purchase) that are obligations of issuers rated "A-1" or better by S&P or "P-1" or better by Moody's, (ii) long-term instruments (i.e. having a maturity of greater than one year the time of purchase) but that trade with respect to their put dates, reset dates, or that trade based on average maturity that are obligations of issuers rated "AA-" or better by S&P or "Aa3" or better by Moody's or (iii) asset backed securities with a credit quality rating of "AA-" or better by S&P or "Aa3" or better by Moody's.

"***Other Taxes***" has the meaning specified in *Section 3.01(b) (Taxes)*.

"***Outstanding Amount***" means (i) with respect to the Term Loan, on any date, the aggregate outstanding principal amount thereof after giving effect to the Borrowing of the Term Loan and any prepayments or repayments of the Term Loan (or any Segment) occurring on such date, (ii) with respect to Revolving Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Revolving Loans and Swing Line Loans, as the case may be, occurring on such date; (iii) with respect to any Foreign

Currency Loans, the Dollar Equivalent of the aggregate principal amount thereof, after giving effect to any borrowings and prepayments or repayments on such date; and (iv) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes to the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any Letters of Credit or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date.

"***Outstanding Securitization Amount***" means, with respect to any Permitted Receivables Financing on any date of determination, the sum, without duplication, of (i) the aggregate unrecovered purchase price for Receivables and Related Assets sold by all Securitization Entities pursuant to such Permitted Receivables Financing and (ii) the aggregate principal amount of Indebtedness incurred by all Securitization Entities pursuant to such Permitted Receivables Financing (except for any Indebtedness payable to the Borrower or any Subsidiary of the Borrower, other than a Securitization Entity, under a deferred purchase price note or similar instrument).

"***Patriot Act***" means the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

"***PBGC***" means the Pension Benefit Guaranty Corporation or any successor thereto.

"***Pension Plan***" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer plan (as described in Section 4064(a) of ERISA) has made contributions at any time during the immediately preceding five plan years.

"***Permit***" means any permit, approval, authorization, license, variance or permission required from a Governmental Authority under an applicable Law.

"***Permitted Acquisition***" means any proposed Acquisition that satisfies each of the following conditions:

(i) if the Cost of Acquisition of the proposed Acquisition exceeds an amount equal to the Dollar Equivalent of $100,000,000, the Agents shall receive written notice at least ten (10) days (or such later date as may be acceptable to the Agents in their sole discretion) prior to such proposed Acquisition, which notice shall include a reasonably detailed description of such proposed Acquisition;

(ii) such proposed Acquisition shall be consensual;

(iii) if the Cost of Acquisition of such Acquisition exceeds an amount equal to the Dollar Equivalent of $100,000,000, promptly, and in any event, not later than ten (10) Business Days (or such later date as may be acceptable to the Agents in their sole discretion) following the date of such Acquisition, the Agents shall have received copies of the acquisition agreement, related Contractual Obligations and instruments and all opinions, certificates, lien search results and other documents reasonably requested by the Agents;

(iv) at the time of such Acquisition and after giving effect thereto, (i) no Default or Event of Default shall have occurred and be continuing and (ii) all representations and warranties contained in *Article V (Representations and Warranties)* and in the other Loan Documents shall be true and correct in all material respects;

(v) if the Cost of Acquisition of such Acquisition exceeds an amount equal to the Dollar Equivalent of $200,000,000, the Borrower shall have furnished to the Agents (A) pro forma historical financial statements as of the end of the most recently completed fiscal year of the Borrower and most recent interim fiscal quarter, if applicable giving effect to such proposed Acquisition and (B) a certificate in the form of *Exhibit D (Form of Compliance Certificate)* prepared on a historical pro forma basis as of the date of the most recent date for which financial statements have been furnished pursuant to *Section 6.01(a) or (b) (Financial Statements)* giving effect to such proposed Acquisition, which certificate shall demonstrate that no Default or Event of Default would exist immediately after giving effect thereto;

(vi) the Person acquired shall be a wholly-owned Subsidiary, or be merged into a wholly-owned Subsidiary, promptly following the consummation of such Acquisition (or if assets are being acquired, the acquiror shall be a wholly-owned Subsidiary); and

(vii) after the consummation of such Acquisition, each Subsidiary that is a Domestic Subsidiary (to the extent not an Immaterial Subsidiary or a Securitization Entity) or Direct Foreign Subsidiary shall have complied with the provisions of *Section 6.14 (New Subsidiaries and Pledgors)*, including with respect to any new assets acquired.

"***Permitted Acquisition Documents***" means, with respect to any Permitted Acquisition, (i) an acquisition agreement, a merger agreement, sale agreement or other similar agreement evidencing the obligations of the parties to enter into such Acquisition transaction, and (ii) any other material transaction document relating to such Acquisition.

"***Permitted Acquisition Earn-Out***" means collectively, the obligation of the Borrower or any of its Subsidiaries or Affiliates to (i) pay, after the initial closing of any Permitted Acquisition, any amount in the form or nature of post-closing contingent consideration (other than such contingent consideration consisting of working capital adjustments, net asset adjustments and other similar post-closing adjustments) to any seller under such Acquisition transaction (or any of its assignees), pursuant to any provision of the respective Permitted Acquisition Documents and/or (ii) pay to the seller in respect of such Permitted Acquisition that portion of the purchase price thereof retained by the Borrower or the applicable Subsidiary at the time of the initial closing of such Permitted Acquisition which the Borrower or such Subsidiary is required pursuant to the terms of the applicable Permitted Acquisition Documents to pay to such seller in respect of such Permitted Acquisition on a date or dates occurring after such initial closing as designated in, and in accordance with the terms of, such Permitted Acquisition Documents.

"***Permitted Business***" means any business in which the Borrower and its Subsidiaries were engaged on the Closing Date, or any other business in the consumer products industry, including without limitation food products, and any business reasonably similar, ancillary, related or complementary thereto, or a reasonable extension, development or expansion thereof.

"***Permitted Intercompany Merger***" means (a) a merger or consolidation solely of one or more Subsidiaries (provided that if one of such Subsidiaries is a Loan Party, the result of such merger or consolidation is that the surviving entity is a Loan Party), (b) the acquisition of (i) all or substantially all of the Stock or Stock Equivalents of any Subsidiary, (ii) all or substantially all of the assets of any Subsidiary or (iii) all or substantially all of the assets constituting the business of a division, branch or other unit operation of any Subsidiary, in each case by any Loan Party or (c) the acquisition of (i) all or substantially all of the Stock or Stock Equivalents of any Subsidiary that is not a Loan Party, (ii) all or substantially all of the assets of any Subsidiary that is not a Loan Party or (iii) all or substantially all of the assets constituting the business of a division, branch or other unit operation of any Subsidiary that is not a Loan Party, in each case by any Subsidiary that is not a Loan Party; *provided* that after giving effect thereto the Borrower complies with *Section 6.14* (*New Subsidiaries and Pledgors*) and the Investment, if any, in such Subsidiary is permitted under *Section 7.02(d) (Investments).*

"***Permitted Liens***" has the meaning set forth in *Section 7.01 (Liens)*.

"***Permitted Receivables Financing***" means the Securitization Facility or any other transaction or series of transactions that may be entered into by the Borrower, any Subsidiary of the Borrower or a Securitization Entity pursuant to which the Borrower or such Subsidiary or such Securitization Entity may, pursuant to customary terms, sell, convey or otherwise transfer to, or grant a security interest in for the benefit of, (i) a Securitization Entity or the Borrower or any Subsidiary which subsequently transfers to a Securitization Entity (in the case of a transfer by the Borrower or such Subsidiary) and (ii) any other Person (in the case of transfer by a Securitization Entity), any Receivables and Related Assets (whether now existing or arising or acquired in the future) of the Borrower or any Subsidiary of the Borrower which arose in the ordinary course of business of the Borrower or such Subsidiary, and any assets related thereto, including books, records, and supporting obligations, contracts and other rights relating thereto, which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable; *provided*, *however*, that the Aggregate Outstanding Securitization Amount shall not at any time exceed $250,000,000.

"***Permitted Restructuring Charges***" means restructuring charges, determined in accordance with GAAP, to achieve cost savings and synergies, including such restructuring charges in conjunction with Permitted Acquisitions.

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

"***Plan***" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by the Borrower or any ERISA Affiliate.

"***Pledge and Security Agreement***" means that certain Pledge and Security Agreement, dated as of the Closing Date (as

amended, restated, supplemented or modified from time to time), executed by the Borrower and each Guarantor in favor of the Administrative Agent for the benefit of the Secured Parties.

"***Pledged Notes***" has the meaning specified in the Pledge and Security Agreement.

"***Pledged Stock***" has the meaning specified in the Pledge and Security Agreement.

"***PM Acquisition***" means that certain series of transactions pursuant to which the Borrower has (i) acquired, directly or indirectly, all of the outstanding Stock of Pine Mountain Corporation ("*PM*") pursuant to the terms and conditions of that certain Stock Purchase Agreement to be entered into by and among Conros International Ltd., a Barbados corporation, Hearthmark, LLC, a Delaware limited liability company *("Hearthmark"*), and the Borrower, (ii) acquired through direct or indirect wholly-owned subsidiaries the fireLog and firestarter business from Conros Corporation, an Ontario corporation ("*Conros*") pursuant to the terms and conditions of an Asset Purchase Agreement to be entered into among Conros, Bernardin Ltd., an Ontario corporation ("*Bernardin*"), Borrower and Hearthmark, (iii) acquired through direct or indirect wholly-owned subsidiaries certain intellectual property related to such fireLog and firestarter business pursuant to the terms and conditions of an Intellectual Property Purchase Agreement to be entered into among JavaLogg Global Corporation ("*JavaLogg*"), Conros International Ltd., Hearthmark and Bernardin and (iv) acquired, directly or indirectly, all of the outstanding Stock of Java Products Corp., an Ontario corporation, pursuant to the terms and conditions of a Share Purchase Agreement to be entered into by and between JavaLogg and Bernardin.

"***Preferred Stock***" of any Person means any Stock of such Person that has preferential rights to any other Stock of such Person with respect to dividends or redemptions or upon liquidation.

"***Prior Acquisition Earn-Out***" means, collectively, each of the earn-out payments set forth on *Schedule III (Prior Acquisition Earn-Outs)*.

"***Pro Rata Revolving Share***" means, with respect to each Revolving Lender at any time, a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of the Revolving Credit Commitment of such Revolving Lender at such time and the denominator of which is the amount of the Aggregate Revolving Credit Commitments at such time; *provided* that if the Aggregate Revolving Credit Commitments have been terminated at such time, then the Pro Rata Revolving Share of each Revolving Lender shall be (x) with respect to the distribution of payments to such Revolving Lender, the percentage (carried out to the ninth decimal place) of the aggregate Outstanding Amount that is held by such Revolving Lender (with the aggregate amount of each Revolving Lender's funded participations in L/C Obligations and Swing Line Loans being deemed "held" by such Revolving Lender for this purpose), and (y) for all other purposes, determined based on the Pro Rata Revolving Share of such Revolving Lender immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to *Section 10.07 (Assignments and Participations)*, pursuant to which such Revolving Lender becomes a party hereto, as applicable.

"***Pro Rata Term Share***" means, with respect to each Term Loan Lender, the percentage (carried out to the ninth decimal place) of the principal amount of the Term Loan funded by such Term Loan Lender as of the date of measurement thereof, after giving effect to any subsequent assignments made pursuant to *Section 10.07 (Assignments and Participations)*, pursuant to which such Term Loan Lender becomes a party hereto, as applicable.

"***Property Loss Event***" means (a) any loss of or damage to property of the Borrower or any of its Subsidiaries that results in the receipt by such Person of proceeds of insurance in excess of the Dollar Equivalent of $1,000,000 (individually or in the aggregate) or (b) any taking of property of the Borrower or any of its Subsidiaries that results in the receipt by such Person of a compensation payment in respect thereof in excess of the Dollar Equivalent of $5,000,000 (individually or in the aggregate).

"Proposed Acquisition Target" means any Person or any operating division thereof subject to a proposed Acquisition.

"***Proposed Change***" has the meaning specified in *Section 10.01(c)* (*Amendments, Etc.*).

"***Qualified Stock***" means any Equity Securities that are not Disqualified Stock.

"***Quarterly Fee Calculation Date***" shall mean the last Business Day of each March, June, September and December.

"***Quarterly Fee Payment Date***" means, with respect to any Quarterly Fee Calculation Date, the date that is five days after such Quarterly Fee Calculation Date.

"***Real Property***" of any Person means the Land owned, leased or operated by such Person, together with the right, title and interest of such Person, if any, in and to the streets, the Land lying in the bed of any streets, roads or avenues, opened or proposed, in front of, the air space and development rights pertaining to the Land and the right to use such air space and development rights, all rights of way, privileges, liberties, tenements, hereditaments and appurtenances belonging or in any way appertaining thereto, all fixtures, all easements now or hereafter benefiting the Land and all royalties and rights appertaining to the use and enjoyment of the Land, including all alley, vault, drainage, mineral, water, oil and gas rights, together with all of the buildings and other improvements now or hereafter erected on the Land and any fixtures appurtenant thereto.

"***Receivables and Related Assets***" means obligations arising from a sale of merchandise, goods or insurance, or the rendering of services, together with (a) all interest in any goods, merchandise or insurance (including returned goods or merchandise) relating to any sale giving rise to such obligations; (b) all other Liens and property subject thereto from time to time purporting to secure payment of such obligations, whether pursuant to the contract related to such obligations or otherwise, together with all financing statements describing any collateral securing such obligations; (c) all rights to payment of any interest, finance charges, freight charges and other obligations related thereto; (d) all supporting obligations, including but not limited to, all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such obligations whether pursuant to the contract related to such obligations or otherwise; (e) all contracts, chattel paper, instruments and other documents, books, records and other information (including, without limitation, computer programs, tapes, disks, punch cards, data processing software and related property and rights) relating to such obligations; (f) any other property and assets that in accordance with market requirements at the time thereof are sold, transferred or pledged pursuant to receivables conduit securitization transactions and (g) collections and proceeds with respect to the foregoing.

"***Refinanced Indebtedness***" means the Indebtedness of the Borrower and its Subsidiaries under the Existing Jarden Credit Agreement, the Indebtedness of the AHI Companies under the Existing AHI Credit Agreement and the other Indebtedness of the Borrower and its Subsidiaries or the AHI Companies, as the case may be, outstanding immediately prior to giving effect to the initial Credit Extensions and specified on *Schedule 4.01(d)* (*Refinanced Indebtedness*).

"***Register***" has the meaning set forth in *Section 10.07(c)* (*Assignments and Participations*).

"***Reimbursement Obligations***" means all matured reimbursement or repayment obligations of the Borrower to any L/C Issuer with respect to amounts drawn under Letters of Credit.

"***Reinvestment Deferred Amount***" means, with respect to any Reinvestment Event arising from a Disposition or Property Loss Event, the aggregate Net Proceeds received by any Loan Party in connection therewith that are not initially applied to prepay the Loans pursuant to *Section 2.06(e)* (*Mandatory Prepayments*) as a result of the delivery of a Reinvestment Notice.

"***Reinvestment Event***" means any Disposition or Property Loss Event in respect of which the Borrower has delivered a Reinvestment Notice.

"***Reinvestment Notice***" means a written notice executed by a Responsible Officer of the Borrower stating that no Default or Event of Default has occurred and is continuing and in the case of any Disposition or Property Loss Event, that the Borrower (directly or indirectly through one of its Subsidiaries) intends and expects to use all or a specified portion of the Net Proceeds of a Disposition or Property Loss Event to acquire replacement assets useful in its or one of its Subsidiaries' businesses or, in the case of a Property Loss Event, to effect repairs.

"***Reinvestment Prepayment Amount***" means, with respect to any Net Proceeds of any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended or required to be expended pursuant to a Contractual Obligation entered into prior to the relevant Reinvestment Prepayment Date in the case of any Disposition or Property Loss Event, to acquire replacement assets useful in the business of the Borrower or any of its Subsidiaries, or in the case of a Property Loss Event, to effect repairs.

"***Reinvestment Prepayment Date***" means, with respect to any Net Proceeds of any Disposition or Property Loss Event constituting a Reinvestment Event, the earlier of (a) the date occurring 365 days after such Reinvestment Event (unless such Net Proceeds of any Reinvestment Event have been reinvested or committed in writing to be reinvested prior to such 365th day; *provided*, that in the event that such Net Proceeds are committed in writing to be reinvested prior to such 365th day, the Reinvestment Prepayment Date shall be the date that is 365 days after the date of such commitment (unless such Net Proceeds have been reinvested prior to such date)) and (b) the date that is five Business Days after the date on which the Borrower shall have notified the Administrative Agent of the Borrower's determination not to acquire replacement assets useful in the Borrower's or a Subsidiary's business (or, in the case of a Property Loss Event, not to effect repairs) with all or any portion of the relevant Reinvestment Deferred Amount.

"***Related Obligations***" has the meaning specified in *Section 9.12* (*Collateral Matters Relating to Related Obligations*).

"***Related Swap Contract***" means all Swap Contracts which are entered into or maintained with a Lender or Affiliate of a Lender which are permitted or required by the express terms of the Loan Documents.

"***Release***" means, with respect to any Person, any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration, in each case, of any Hazardous Material into the indoor or outdoor environment or into or out of any property owned, leased or operated by such Person, including the movement of Hazardous Materials through or in the air, soil, surface water, ground water or property.

"***Remedial Action***" means all actions required to (a) clean up, remove, treat or in any other way address any Hazardous Material in the indoor or outdoor environment, (b) prevent the release or threat of release or minimize the further release so that a Hazardous Material does not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment or (c) perform pre-remedial studies and investigations and post-remedial monitoring and care.

"***Reportable Event***" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"***Repurchase Agreement***" means a repurchase agreement entered into with (i) any financial institution whose debt obligations are rated "A" by either of S&P or Moody's or whose commercial paper is rated "A-1" by S&P or "P-1" by Moody's, or (ii) any Lender.

"***Required Gaming Change***" has the meaning specified in *Section 10.01 (Amendments; Etc.)*.

"***Required Lenders***" means, as of any date of determination, Lenders having more than 50% of the Commitments or, at any time after the Aggregate Revolving Credit Commitments have been terminated, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Revolving Lender's risk participations and funded participations in L/C Obligations, Foreign Currency Loans and Swing Line Loans being deemed "held" by such Revolving Lender for purposes of this definition); *provided* that the portion of the Commitments of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"***Required Revolving Lenders***" means, as of any date of determination, Revolving Lenders with Revolving Credit Commitments that total more than 50% of the Aggregate Revolving Credit Commitments or, at any time after the Aggregate Revolving Credit Commitments have been terminated, Revolving Lenders holding in the aggregate more than 50% of the Outstanding Amount of the Revolving Loans (with the aggregate amount of each Revolving Lender's risk participations and funded participations in L/C Obligations, Foreign Currency Loans and Swing Line Loans being deemed "held" by such Revolving Lender for purposes of this definition); *provided* that the portion of the Aggregate

Revolving Credit Commitments of, and the portion of the Outstanding Amount of the Revolving Loans held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Lenders.

"***Required Term Loan Lenders***" means, as of any date of determination, Term Loan Lenders having more than 50% of the Outstanding Amount of the Term Loan; *provided* that the portion of the Outstanding Amount of the Term Loan held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Term Loan Lenders.

"***Responsible Officer***" means, with respect to any Person, (i) with respect to financial matters (including any Compliance Certificate and any other certificates related to financial amounts), the chief financial officer, senior vice president, executive vice president, treasurer or controller of such Person; (ii) with respect to all other matters, the officers included in the preceding *clause (i)* and the chief executive officer, president or chief operating officer of such Person; and (iii) with respect to any Revolving Loan Notice, Term Loan Interest Rate Selection Notice, Foreign Currency Loan Notice, Swing Line Loan Notice, Facilities Increase Notice and any other notices in connection with any Conversion, Continuation or prepayment, the officers included in the preceding *clauses (i)* and *(ii)* and any vice president of such Person. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate and/or other action of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"***Restricted Payment***" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Stock or Stock Equivalents of the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Stock or Stock Equivalents.

"***Revolving Borrowing***" means a borrowing consisting of simultaneous Revolving Loans of the same Type and, as to Eurodollar Rate Loans, having the same Interest Period, made by the Revolving Lenders pursuant to *Section 2.02(a) (Revolving Loans; Foreign Currency Loans)*.

"***Revolving Credit Commitment***" means, as to each Revolving Lender, (i) its obligation to (a) make Revolving Loans to the Borrower pursuant to *Section 2.02(a) (Revolving Loans; Foreign Currency Loans)*, (b) purchase participations in L/C Obligations, (c) purchase participations in Swing Line Loans and (d) purchase participations in Foreign Currency Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Revolving Lender's name on *Schedule I-B (Revolving Credit Commitments)* as such amount may be reduced or adjusted from time to time in accordance with this Agreement and (ii) any commitment by such Lender that is included as part of a Facilities Increase to make its pro rata share of a Revolving Commitment Increase on any Facilities Increase Date, as the amount of such commitments may be reduced pursuant to this Agreement.

"***Revolving Credit Facility***" means the facility described in *Section 2.02 (Revolving Loans; Foreign Currency Loans)* providing for Revolving Loans to the Borrower by the Revolving Lenders in the maximum aggregate principal amount at any time outstanding of $200,000,000, and including the Foreign Currency Sublimit, the Letter of Credit Sublimit and the Swing Line Sublimit, as reduced from time to time pursuant to the terms of this Agreement, or as increased by the Revolving Commitment Increases made pursuant to the facility described in *Section 2.01(b) (Facilities Increase)* providing for one or more Revolving Commitment Increases to the Borrower by the Revolving Lenders in an aggregate principal amount not to exceed $150,000,000.

"***Revolving Credit Maturity Date***" means with respect to Revolving Loans, Swing Line Loans, L/C Obligations and Foreign Currency Loans (a) the Stated Maturity Date with respect to Revolving Loans, Swing Line Loans, L/C Obligations and Foreign Currency Loans, or (b) such earlier date upon which the Aggregate Revolving Credit Commitments may be terminated in accordance with the terms of this Agreement.

"***Revolving Credit Outstandings***" means, with respect to any Revolving Lender, the Outstanding Amounts under the Revolving Credit Facility owing to such Lender.

"***Revolving Commitment Increase***" has the meaning specified in *Section 2.01(b)(i) (Term Loan; Facilities Increase)*.

"***Revolving Lender***" means each Lender that has a Revolving Credit Commitment or, following termination of the Revolving Credit Commitments, has Revolving Credit Outstandings or participations in outstanding Foreign Currency Loans, Letters of Credit or Swing Line Loans.

"***Revolving Loan***" means a Base Rate Loan or a Eurodollar Rate Loan made to the Borrower by a Revolving Lender in accordance with its Pro Rata Revolving Share pursuant to *Section 2.02(a) (Revolving Loans; Foreign Currency Loans)*, except as otherwise provided herein.

"***Revolving Loan Note***" means a promissory note made by the Borrower in favor of a Revolving Lender evidencing Revolving Loans made by such Revolving Lender, substantially in the form of *Exhibit C-2 (Form of Revolving Loan Note)*.

"***Revolving Loan Notice***" means a notice of (a) a Revolving Borrowing, (b) a Conversion of Revolving Loans or (c) a Continuation of Revolving Loans as the same Type, pursuant to *Section 2.03(a) (Borrowings, Conversions and Continuations)*, substantially in the form of *Exhibit A-1 (Form of Revolving Loan Notice)*.

"***S&P***" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"***Same Day Funds***" means immediately available funds.

"***Sarbanes-Oxley Act***" means the United States Sarbanes-Oxley Act of 2002.

"***SEC Website***" has the meaning set forth in *Section 6.02 (Certificates; Other Information)*.

"***Second Amendment***" means that certain Amendment No. 2 to this Agreement, dated as of July 18, 2005, among the Borrower and the Administrative Agent.

"***Second Amendment Effective Date***" means the date on which the Second Amendment shall have become effective in accordance with its terms.

"***Second Facilities Increase***" means that certain Facilities Increase effective on July 18, 2005 providing for Incremental Term Loans in an aggregate principal amount of $380,000,000.

"***Secured Obligations***" means, in the case of the Borrower, the Obligations (including, without limiting the foregoing and for the avoidance of doubt, its Local Credit Facility Guaranty

Obligations), and, in the case of any other Loan Party, the obligations of such Loan Party under the Guaranty and the other Loan Documents to which it is a party.

"***Secured Parties***" means, collectively, with respect to each of the Collateral Documents, the Administrative Agent, the Lenders, the L/C Issuers, such other Persons for whose benefit the Lien thereunder is granted, and the Local Secured Parties (as defined in the Local Credit Facility Intercreditor Agreement).

"***Securities Account***" has the meaning given to such term in the UCC.

"***Securities Account Control Agreement***" has the meaning specified in the Pledge and Security Agreement.

"***Securities Act***" means the Securities Act of 1933.

"***Securities Entitlement***" has the meaning given to such term in the UCC.

"***Securitization Entity***" means any Subsidiary of the Borrower or any other corporation, trust or entity that is exclusively engaged in Permitted Receivables Financings and activities relating directly thereto, and conducts no other operating business.

"***Securitization Facility***" means that certain Loan Agreement, dated on or about August 24, 2006, among Jarden Receivables, LLC, as borrower, the Borrower, as initial servicer, Three Pillars Funding LLC, as lender and SunTrust Capital Markets, Inc., as administrator (the "*Securitization Administrator*"), and any renewals or extensions thereof.

"***Securitization Facility Documents***" means (i) that certain Receivables Contribution and Sale Agreement, dated on or about August 24, 2006, between the Originators (as defined therein) and Jarden Receivables, LLC, as buyer, (ii) the Securitization Facility, and (iii) the Securitization Intercreditor Agreement and each agreement, document and certificate related thereto, and any renewals or extensions thereof.

"***Securitization Intercreditor Agreement***" means that certain Intercreditor Agreement, dated on or about August 24, 2006 among the Administrative Agent, the Securitization Administrator and the other parties thereto.

"***Segment***" means a portion of the Term Loan (or all thereof) with respect to which a particular interest rate is (or is proposed to be) applicable.

"***Series B Certificate of Designations***" means the Certificate of Designations, Preferences and Rights of Series B Convertible Participating Preferred Stock of the Borrower governing the terms of the Series B Preferred Stock, as in effect on the Closing Date.

"***Series B Preferred Stock***" means the Series B Convertible Participating Preferred Stock of the Borrower.

"***Series C Certificate of Designations***" means the Certificate of Designations, Preferences and Rights of Series C Mandatory Convertible Participating Preferred Stock of the Borrower governing the terms of the Series C Preferred Stock, as in effect on the Closing Date.

"***Series C Preferred Stock***" means the Series C Mandatory Convertible Participating Preferred Stock of the Borrower.

"***Seventh Amendment***" means that certain Amendment No. 7 to this Agreement, dated as of February 13, 2007, among the Borrower and the Administrative Agent.

"***Seventh Amendment Effective Date***" means the date on which the Seventh Amendment shall have become effective in accordance with its terms.

"***Solvent***" means, when used with respect to any Person, that at the time of determination:

(i) the fair value of its assets (both at fair valuation and at present fair saleable value on an orderly basis) is in excess of the total amount of its liabilities, including Contingent Obligations; and

(ii) it is then able and expects to be able to pay its debts as they mature; and

(iii) it has capital sufficient to carry on its business as conducted and as proposed to be conducted.

"***Spanish Credit Agreement***" means that certain Credit Agreement, dated as of December 23, 2005 (as amended, restated, supplemented or otherwise modified from time to time) by and among ETVE, S.L.U., as borrower, the Local Lenders party thereto and ABN AMRO Bank N.V. (or an Affiliate of ABN Amro Bank N.V. reasonably acceptable to the Administrative Agent), as Local Agent.

"***Special Purpose Vehicle***" means any special purpose funding vehicle identified as such in writing by any Syndicated Lender to the Administrative Agent.

"***Sponsor***" means, collectively, Warburg, Catterton and each of their respective Control Investment Affiliates.

"***Sponsor Equity Documents***" means (i) the Sponsor Equity Purchase Agreement and (ii) each other material transaction document or instrument entered into or delivered by the Borrower or its Subsidiaries related to or in connection with the Sponsor Equity Financing, including the Certificates of Designations and the Sponsor Escrow Agreement.

"***Sponsor Equity Financing***" means the gross contribution of cash by the Sponsor to the equity capital of the Borrower in an aggregate amount of approximately $350,000,000 on or before the Closing Date and otherwise on terms and conditions and pursuant to documentation reasonably acceptable to the Agents.

"***Sponsor Equity Purchase Agreement***" means that certain Purchase Agreement, dated as of September 19, 2004, between the Borrower and Warburg, together with all exhibits and schedules thereto.

"***Sponsor Escrow Agreement"*** means that certain Escrow Agreement, dated as of October 8, 2004, among the Borrower, Warburg Pincus Private Equity VIII, L.P. and National City Bank.

"***Sponsor Preferred Stock***" means, collectively, the Series B Preferred Stock and the Series C Preferred Stock.

"***Stated Closing Date Term Loan Maturity Date***" means January 24, 2012.

"***Stated Incremental Term Loan Maturity Date***" the date that is agreed to for such Term Loan by the Agents and the Borrower at the time the applicable Facilities Increase becomes effective.

"***Stated Maturity Date***" means (i) with respect to the Closing Date Term Loan, the Stated Closing Date Term Loan Maturity Date, (ii) with respect to each Incremental Term Loan, the applicable Stated Incremental Term Loan Maturity Date and (iii) with respect to Revolving Loans (including Swing Line Loans), L/C Obligations and Foreign Currency Loans, January 24, 2010.

"***Stated Term Loan Maturity Date***" means (i) with respect to the Closing Date Term Loan, the Stated Closing Date Term Loan Maturity Date and (ii) with respect to each Incremental Term Loan, the Stated Incremental Term Loan Maturity Date

"***Stock***" means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity, whether voting or non-voting.

"***Stock Equivalents***" means all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable.

"***Stockholders' Equity***" means, as of any date of determination for the Borrower and its Subsidiaries on a consolidated basis, stockholders' equity as of that date determined in accordance with GAAP.

"***Subordinated Indebtedness***" means, without duplication, (i) all obligations of the Borrower and its Subsidiaries with respect to the Subordinated Notes, as set forth therein and in the applicable Subordinated Indentures and (ii) all Indebtedness of the type described in *Section 7.03(h) (Indebtedness)*.

"***Subordinated Indentures***" means, collectively, (i) the 2002 Indenture, (ii) the 2007 Indenture and (iii) any other indenture or agreement governing the terms of any other Subordinated Indebtedness.

"***Subordinated Notes"*** means, collectively (i) each outstanding series of the Borrower's 9-3/4% Senior Subordinated Notes due 2012 issued pursuant to, and governed by the terms of, the 2002 Indenture and (ii) each outstanding series of the Borrower's 7-1/2% Senior Subordinated Notes due 2017 issued pursuant to, and governed by the terms of, the 2007 Indenture.

"***Subsidiary***" means, with respect to any Person, any corporation, partnership, limited liability company or other business entity of which an aggregate of 50% or more of the outstanding Voting Stock is, at the time, directly or indirectly, owned or controlled by such Person or one or more Subsidiaries of such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"***Subsidiary Securities***" means the shares of Stock or Stock Equivalents in any Subsidiary, whether or not constituting a "security" under Article 8 of the UCC as in effect in any jurisdiction.

"***Substitute Institution***" has the meaning specified in *Section 3.07(a) (Substitution of Lenders)*.

"***Substitution Notice***" has the meaning specified in *Section 3.07(a) (Substitution of Lenders)*.

"***Swap Contract***" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "***Master Agreement***"), including any such obligations or liabilities under any Master Agreement.

"***Swap Termination Value***" means, in respect of any Swap Contract, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contract, (a) for any date on or after the date such Swap Contract has been closed out and a termination value determined in accordance therewith, such termination value, and (b) for any date prior to the date referenced in *clause (a)*, the amount(s) determined as the mark-to-market value for such Swap Contract, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contract (which may include any Lender).

"***Swing Line***" means the part of the Revolving Credit Facility made available by the Swing Line Lender pursuant to *Section 2.05 (Swing Line Loans)*.

"***Swing Line Borrowing***" means a borrowing of a Swing Line Loan pursuant to *Section 2.05 (Swing Line Loans)*.

"***Swing Line Lender***" means LCPI in its capacity as the provider of Swing Line Loans, or any successor swing line lender hereunder.

"***Swing Line Loan***" has the meaning specified in *Section 2.05(a) (The Swing Line)*.

"***Swing Line Loan Notice***" means a notice of a Swing Line Borrowing pursuant to *Section 2.05(b) (Borrowing Procedures)*, which, if in writing, shall be substantially in the form of *Exhibit B (Form of Swing Line Loan Notice)*.

"***Swing Line Note***" means a promissory note made by the Borrower in favor of the Swing Line Lender evidencing Swing Line Loans made by such Lender, substantially in the form of *Exhibit C-3 (Form of Swing Line Note)*.

"***Swing Line Sublimit***" means, at any time, an amount equal to the lesser of the Aggregate Revolving Credit Commitments at such time and $35,000,000. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Revolving Credit Commitments.

"***Syndicated Lender***" means each Lender, other than the Foreign Currency Fronting Lender.

"***Syndicated Loan***" means a Term Loan, a Revolving Loan or a Swing Line Loan, as the context shall require.

"***Syndication Agent***" has the meaning specified in the introduction paragraph to this Agreement.

"***Synthetic Lease Obligation***" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"***Target Operating Day***" means any date that is not (a) a Saturday or Sunday, (b) Christmas Day or New Year's Day or (c) any other day on which the Trans-European Real-time Gross Settlement Operating System (or any successor settlement system) is not operating (as determined by the Foreign Currency Fronting Lender).

"***Tax Affiliate***" means, with respect to any Person, (a) any Subsidiary of such Person, and (b) any Affiliate of such Person with which such Person files or is eligible to file consolidated, combined or unitary tax returns.

"***Tax Returns***" has the meaning specified in Section 5.11 (Taxes).

"***Taxes***" has the meaning specified in *Section 3.01(a) (Taxes)*.

"***Term Loan***" means each Term Loan made pursuant to the Term Loan Facility, as described in *Section 2.01 (Term Loan; Facilities Increase)*.

"***Term Loan B1***" means the Closing Date Term Loan and each Term Loan made pursuant to the First Facilities Increase.

"***Term Loan B2***" means each Term Loan made pursuant to the Second Facilities Increase.

"***Term Loan Commitment"*** means, with respect to each Term Loan Lender, (a) the commitment of such Lender to make its Pro Rata Share of the Term Loan to the Borrower in the

aggregate principal amount set forth on *Schedule I-A (Term Loan Commitments)* to such Term Loan Lender's Term Loan Lender Addendum under the caption "Term Loan Commitment" as amended to reflect each Assignment and Acceptance executed by such Lender and as such amount may be reduced pursuant to this Agreement, and (b) any commitment by such Lender that is included as part of a Facilities Increase to make its pro rata share of an Incremental Term Loan to the Borrower on any Facilities Increase Date, as such amount may be reduced pursuant to this Agreement.

"***Term Loan Facility***" means the Term Loan Commitments, the facility described in *Section 2.01(a) (Closing Date Term Loan)* providing for a Term Loan to the Borrower by the Term Loan Lenders on the Closing Date in an aggregate principal amount of $850,000,000 and the Incremental Term Loans made pursuant to the facility described in *Section 2.01(b) (Facilities Increase)* providing for (i) the First Facilities Increase and the Second Facilities Increase, in the aggregate amount of $480,000,000 and (ii) one or more additional Incremental Term Loans to be made after the Seventh Amendment Effective Date to the Borrower by the Term Loan Lenders in an aggregate principal amount not to exceed $750,000,000.

"***Term Loan Interest Rate Selection Notice***" means the written notice delivered by a Responsible Officer of the Borrower in connection with the election of a subsequent Interest Period for any Eurodollar Rate Segment or the Conversion of any Eurodollar Rate Segment into a Base Rate Segment or the Conversion of any Base Rate Segment into a Eurodollar Rate Segment, substantially in the form of *Exhibit A-2 (Form of Term Loan Interest Rate Selection Notice)*.

"***Term Loan Lender***" means each Lender that has a Term Loan Commitment or a portion of the Outstanding Amount under the Term Loan Facility.

"***Term Loan Lender Addendum***" means, with respect to any initial Term Loan Lender, a Term Loan Lender Addendum substantially in the form of *Exhibit K (Term Loan Lender Addendum)* to be executed by such Term Loan Lender and delivered to the Administrative Agent on the Closing Date.

"***Term Loan Maturity Date***" means (a) the Stated Maturity Date, or (b) such earlier date upon which the Outstanding Amounts under the applicable Term Loan, including all accrued and unpaid interest, are either due and payable or are otherwise paid in full in accordance with the terms hereof.

"***Term Loan Note***" means each promissory note made by the Borrower in favor of a Term Loan Lender evidencing the portion of the Term Loan made by such Term Loan Lender, substantially in the form of *Exhibit C-1 (Form of Term Loan Note)*.

"***THG***" means The Holmes Group, Inc., a Massachusetts corporation.

"***Threshold Amount***" means the Dollar Equivalent of $60,000,000.

"***Total Leverage Ratio***" means, as of any date of determination, for the Borrower and its Subsidiaries on a consolidated basis, the ratio of (a) Consolidated Funded Indebtedness (net of, as of such date of determination, unrestricted cash and Eligible Securities of the Borrower and its Subsidiaries in excess of $20,000,000) as of such date to (b) Consolidated EBITDA for the Four-Quarter Period ending on or most recently ended prior to such date.

"***Total Outstandings***" means, at any date of determination thereof, the aggregate of the Outstanding Amount of (a) the Term Loan, (b) Revolving Loans, (c) Foreign Currency Loans, (d) L/C Obligations and (e) Swing Line Loans.

"***Transaction Documents***" means, individually or collectively as the context may indicate, each Closing Related Document and each other Permitted Acquisition Document.

"***Trust Indenture Act***" has the meaning set forth in *Section 9.16 (Trust Indenture Act)*.

"***Type***" means with respect to (i) a Revolving Loan or a Segment of a Term Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan and (ii) a Foreign Currency Loan, its character as a Eurocurrency Rate Loan.

"***UCC***" has the meaning specified in the Pledge and Security Agreement.

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

"***Unreimbursed Amount"*** has the meaning set forth in *Section 2.04(c)(i)* (*Drawings and Reimbursements; Funding of Participations*).

"***Voting Stock***" means Stock of any Person having ordinary power to vote in the election of members of the board of directors, managers, trustees or other controlling Persons, of such Person (irrespective of whether, at the time, Stock of any other class or classes of such entity shall have or might have voting power by reason of the happening of any contingency).

"***Wachovia***" means Wachovia Bank, National Association.

"***Warburg***" means, collectively, Warburg Pincus Private Equity VIII, L.P., Warburg Pincus Netherlands Private Equity VIII C.V. I, Warburg Pincus Netherlands Private Equity VIII C.V. II and Warburg Pincus Germany Private Equity VIII KG.

"***Yen***" and "***¥***" each mean the lawful money of Japan.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words "herein" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(ii) Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(iii) The term "*including*" is by way of example and not limitation.

(iv) The term "*documents*" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(d) Each reference to "basis points" or "bps" shall be interpreted in accordance with the convention that 100 bps = 1.0%.

(e) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP, applied on a consistent basis with respect to accounting principles, as in effect from time to time.

(b) If any change in the accounting principles used in the preparation of the most recent financial statements referred to in *Section 6.01 (Financial Statements)* or in the computation of any financial ratio or requirement set forth in any Loan Document is hereafter required or permitted by the rules, regulations, pronouncements and opinions of the Financial Accounting Standards Board or the American Institute of Certified Public Accountants (or any successors thereto) and such change is properly adopted by the Borrower (with notice to the Agents, in the manner specified in *Section 6.03 (Notices)*) and results in a material change in any of the calculations required by *Article VII (Negative Covenants)*, including *Section 7.13 (Financial Covenants)*, that would not have resulted had such accounting change not occurred, the parties hereto agree to enter into negotiations in order to amend such provisions so as to equitably reflect such change such that the criteria for evaluating compliance with such covenants by the Borrower shall be the same after such change as if such change had not been made; *provided*, *however*, that no change in GAAP that would affect a calculation in any material respect that measures compliance with any covenant contained in *Article VII (Negative Covenants)*, including *Section 7.13 (Financial Covenants)*, shall be given effect until such provisions are amended to reflect such changes in GAAP.

(c) With respect to any Acquisition consummated on or after the Closing Date or during any Four-Quarter Period that includes the Closing Date the following shall apply:

(i) Commencing on the first fiscal quarter end of the Borrower next following the date of each such Acquisition, for each of the next four periods of four fiscal quarters of the Borrower, Consolidated EBITDA with respect to the Total Leverage Ratio shall include the results of operations of the Person or assets so acquired on a historical pro forma basis, and which amounts may include such adjustments, including such adjustments as are permitted under Regulation S-X of the Commission, as in each case are reasonably satisfactory to the Agents.

(ii) Commencing on the first fiscal quarter end of the Borrower next following the date of each Acquisition, for each of the next four periods of four fiscal quarters of the Borrower, Consolidated Interest Expense as a component of Consolidated EBITDA with respect to the Total Leverage Ratio shall include the results of operations of the Person or assets so acquired, which amounts shall be determined on a historical pro forma basis; *provided*, *however*, Consolidated Interest Expense shall be adjusted on a historical pro forma basis to (i) eliminate interest expense accrued during such period on any Indebtedness repaid in connection with such Acquisition and (ii) include interest expense on any Indebtedness (including Indebtedness hereunder) incurred, acquired or assumed in connection with such Acquisition but only to the extent that interest expense would have been charged on such Indebtedness ("***Incremental Debt***") calculated (A) as if all such Incremental Debt had been incurred as of the first day of such Four-Quarter Period and (B) at the following interest rates: (I) for all periods subsequent to the date of the Acquisition and for Incremental Debt assumed or acquired in the Acquisition and in effect prior to the date of Acquisition, at the actual rates of interest applicable thereto, and (II) for all periods prior to the actual incurrence of such Incremental Debt, equal to the rate of interest actually applicable to such Incremental Debt hereunder or under other financing documents applicable thereto as at the end of each affected period of such Four-Quarter Period, as the case may be;

provided that, notwithstanding anything to the contrary set forth herein, (A) in making the Acquisition Adjustments described above, the Borrower may elect to exclude any adjustment to Consolidated EBITDA arising from any Acquisition having a Cost of Acquisition not in excess of the Dollar Equivalent of $50,000,000, and (B) for each business or entity acquired by the Borrower or its Subsidiaries that has not historically reported financial results on a quarterly or monthly basis (or such quarterly or monthly results are not available to the Borrower or its Subsidiaries) the Borrower shall provide its reasonable estimate as to the quarterly or monthly results based on available financial results and the books and records of the acquired business or entity for the purposes of providing any historical pro forma data required to be delivered pursuant to this Agreement, including such supplementary information pertaining thereto as either Agent may reasonably request.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Conversion of Foreign Currencies.

(a) *Consolidated Funded Indebtedness*. Consolidated Funded Indebtedness denominated in any currency other than Dollars shall be calculated using the Dollar Equivalent thereof as of the date of the applicable financial statements on which such Consolidated Funded Indebtedness is reflected.

(b) *Dollar Equivalents*. The Administrative Agent shall determine the Dollar Equivalent of any amount as required hereby (whether to determine compliance with any covenants specified herein or otherwise), and a determination thereof by the Administrative Agent shall be conclusive absent manifest error. The Administrative Agent may, but shall not be obligated to, rely on any determination made by any Loan Party in any document delivered to the Administrative Agent. The Administrative Agent may determine or redetermine the Dollar Equivalent of any amount on any date either in its reasonable discretion or upon the reasonable request of any Lender or L/C Issuer.

(c) *Rounding-Off*. The Administrative Agent may set up appropriate rounding off mechanisms or otherwise round-off amounts hereunder to the nearest higher or lower amount in whole Dollar or cent to ensure amounts owing by any party hereunder or that otherwise need to be calculated or converted hereunder are expressed in whole Dollars or in whole cents, as may be necessary or appropriate.

1.06 References to Agreements and Laws. Unless otherwise expressly provided herein, (a) references to agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

ARTICLE II

THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Term Loan; Facilities Increase.

(a) *Closing Date Term Loan*. Subject to the terms and conditions of this Agreement, each Term Loan Lender severally agrees to make a loan to the Borrower in Dollars on the Closing Date (the "***Closing Date Term Loan***") in an amount not to exceed such Term Loan Lender's Term Loan Commitment in effect on the Closing Date. The principal amount of each Segment of the Closing Date Term Loan outstanding hereunder from time to time shall bear interest and shall be repayable as herein provided. No amount of the Closing Date Term Loan repaid or prepaid by the Borrower may be reborrowed hereunder, and no Borrowing under the Term Loan Facility shall be allowed other than the advance set forth in the first sentence of this *Section 2.01(a)* and any Incremental Term Loan advanced as part of any Facilities Increase. Each Term Loan Lender shall, pursuant to the terms and subject to the conditions of this Agreement, make available by wire transfer to the Administrative Agent not later than 12:00 noon New York time on the Closing Date, the amount of its Pro Rata Term Share of the Term Loan Facility then in effect. Each such wire transfer shall be directed to the Administrative Agent at the Administrative Agent's Office and shall be in the form of Same Day Funds in Dollars. The amounts so received by the Administrative Agent shall, subject to the terms and conditions of this Agreement, including the satisfaction of all applicable conditions in *Sections 4.01 (Conditions Precedent to Initial Credit Extensions)* and *4.02 (Conditions Precedent to Each Credit Extension)*, be made available to the Borrower by delivery of the proceeds thereof as shall be directed by a Responsible Officer of the Borrower and reasonably acceptable to the

Administrative Agent. The Borrower shall deliver to the Administrative Agent a Term Loan Interest Rate Selection Notice no later than 12:00 Noon New York time at least one Business Day prior to the Closing Date (or at least three Business Days prior to the Closing Date in the case of any Eurodollar Rate Loans), requesting the Borrowing of the Closing Date Term Loan. The Term Loan Interest Rate Selection Notice shall specify (i) the proposed funding date of the Closing Date Term Loan (which shall be a Business Day), (ii) the amount of the requested Borrowing, and (iii) the Type of Borrowing under the Term Loan Facility so requested.

(b) *Facilities Increase*. (i) The Borrower shall have the right to send to the Agents, after the Closing Date, a Facilities Increase Notice to request (i) an increase in the aggregate principal amount of the Term Loan Facility to be effectuated by the disbursement of one or more additional Term Loans (each, an "***Incremental Term Loan***") in excess of the Closing Date Term Loan or (ii) an increase in the aggregate principal amount of the Revolving Credit Commitments (each such increase, a "***Revolving Commitment Increase***", and together with each Incremental Term Loan, each a "***Facilities Increase***"), in a principal amount not to exceed (x) $150,000,000 in the aggregate for all such requests for Revolving Commitment Increases or (y) $750,000,000 (exclusive of the First Facilities Increase and the Second Facilities Increase) in the aggregate for all such requests for Facilities Increases; *provided, however*, that (A) no Facilities Increase in the Term Loan Facility shall be effective later than two years prior to the Stated Closing Date Term Loan Maturity Date, (B) no Facilities Increase in the Revolving Credit Facility shall be effective later than one year prior to the Revolving Credit Maturity Date, (C) no Facilities Increase shall be effective earlier than 10 days after the delivery of the Facilities Increase Notice to the Agents in respect of such Facilities Increase and (D) no more than five Facilities Increases (exclusive of the First Facilities Increase and the Second Facilities Increase) shall be made pursuant to this *Section 2.01(b)*. Nothing in this Agreement shall be construed to obligate any Lender to negotiate for (whether or not in good faith), solicit, provide or consent to any increase in the Term Loan Commitments or the Revolving Credit Commitments, as applicable, and any such increase may be subject to changes in any term of this Agreement reasonably acceptable to the Agents and the Borrower.

(ii) The Administrative Agent shall promptly notify each Lender of the proposed Facilities Increase and of the proposed terms and conditions therefor agreed between the Borrower and the Agents. Each such Lender (and each of their Affiliates and Approved Funds) may, in its sole discretion, commit to participate in such Facilities Increase by forwarding its commitment therefor to the Agents in form and substance reasonably satisfactory to the Agents. The Agents shall allocate, in their sole discretion but in amounts not to exceed for each such Lender the commitment received from such Lender, Affiliate or Approved Fund, the Term Loan Commitments or the Revolving Credit Commitments, as applicable, to be made as part of the Facilities Increase to the Lenders from which it has received such written commitments. If the Agents do not receive enough commitments from existing Lenders or their respective Affiliates or Approved Funds, they may, after consultation with the Borrower, allocate to Eligible Assignees any excess of the proposed amount of such Facilities Increase agreed with the Borrower over the aggregate amounts of the commitments received from existing Lenders.

(iii) Each Facilities Increase shall become effective on a date agreed by the Borrower and the Agents (each a "***Facilities Increase Date***"), which shall be in any case on or after the date of satisfaction of the conditions precedent set forth in *Section 4.04 (Conditions Precedent to Each Facilities Increase*). The Administrative Agent shall notify the Lenders and the Borrower, on or before 1:00 P.M. (New York time) on the day following the Facilities Increase Date of the effectiveness of the Facilities Increase on the Facilities Increase Date and shall record in the Register all applicable additional information in respect of such Facilities Increase.

(iv) The Borrower shall deliver to the Administrative Agent a Term Loan Interest Rate Selection Notice or a Revolving Loan Notice, as applicable, no later than 12:00 Noon New York time at least one Business Day prior to the applicable Facilities Increase Date (or at least three Business Days prior to the applicable Facilities Increase Date in the case of any Eurodollar Rate Loans), requesting the Borrowing of the applicable Incremental Term Loan or Revolving Loans pursuant to such Revolving Commitment Increase. The Term Loan Interest Rate Selection Notice or Revolving Loan Notice, as applicable, shall specify (i) the proposed funding date of the applicable Incremental Term Loan or Revolving Commitment Increase (which shall be a Business Day), (ii) the amount of any requested Borrowing, and (iii) the Type of such Borrowing under the applicable Facility so requested.

Each existing Lender (or Affiliate or Approved Fund thereof) or Eligible Assignee having, in its sole discretion, committed to a Facilities Increase (each, an "***Incremental Term Loan Lender***" or "***Incremental Revolving Lender***", as applicable, and collectively the "***Incremental Lenders***") shall agree as part of such commitment that, on the Facilities Increase Date for such Facilities Increase, on the terms and subject to the conditions set forth in its commitment therefor or otherwise agreed to as part of such commitment or set forth in this Agreement as amended in connection with such Facilities Increase, such Lender, Affiliate, Approved Fund or Eligible Assignee shall make a loan in Dollars to the Borrower (as requested pursuant to *clause (iv)* above) in an amount not to exceed such Lender's commitment to provide such Facilities Increase.

In the event that the existing Lenders (or Affiliate or Approved Fund thereof) or Eligible Assignee have, in their respective sole discretion, agreed to make an Incremental Term Loan available to the Borrower, such Incremental Term Loan will be made available to the Borrower in Dollars on the applicable Facilities Increase Date in an amount not to exceed such Incremental Term Loan Lender's Term Loan Commitment therefor in effect on the applicable Facilities Increase Date. No amount of any Incremental Term Loan borrowed hereunder and then repaid or prepaid by the Borrower may be reborrowed hereunder.

Upon each increase in the Revolving Credit Commitments pursuant to this *Section 2.01(b)*, (i) each Revolving Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each Incremental Revolving Lender in respect of such increase, and each such Incremental Revolving Lender will automatically and without further act be deemed to have assumed, a portion of such Revolving Lender's participations hereunder in outstanding Letters of Credit and Swing Line Loans such that, after giving effect to each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding (A) participations hereunder in Letters of Credit and (B) participations hereunder in Swing Line Loans held by each Revolving Lender (including each such Incremental Revolving Lender) will equal the percentage of the aggregate Revolving Credit Commitments of all Revolving Lenders represented by such Revolving Lender's Revolving Credit Commitment and (ii) if, on the date of such increase, there are any Revolving Loans outstanding, such Revolving Loans shall on or prior to the effectiveness of such Revolving Commitment Increase be prepaid from the proceeds of additional Revolving Loans made hereunder (reflecting such increase in Revolving Credit Commitments), which prepayment shall be accompanied by accrued interest on the Revolving Loans being prepaid and any costs incurred by any Lender in accordance with *Section 3.05 (Funding Losses)*. The Administrative Agent and the Lenders hereby agree that the minimum borrowing, pro rata borrowing and pro rata payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the immediately preceding sentence. With respect to any Revolving Commitment Increase pursuant to this *Section 2.01(b)*, following the applicable Facilities Increase Date, the Borrower may borrow Revolving Loans pursuant to such increased Revolving Credit Commitment, prepay

Revolving Loans under *Section 2.06 (Prepayments)*, and reborrow Revolving Loans as provided in *Section 2.02 (Revolving Loans; Foreign Currency Loans)*.

2.02 Revolving Loans; Foreign Currency Loans.

(a) Subject to the terms and conditions of this Agreement, each Revolving Lender severally agrees to make, Convert and Continue Revolving Loans in Dollars to and for the Borrower from time to time on any Business Day during the period from the Closing Date to the Revolving Credit Maturity Date; *provided*, *however*, that (i) any Borrowing of Revolving Loans made on the Closing Date shall be advanced, at the Borrower's election, as Base Rate Loans or Eurodollar Rate Loans and (ii) after giving effect to any Revolving Borrowing, (x) sum of (I) the aggregate Outstanding Amount of all Revolving Loans, Swing Line Loans and L/C Obligations and (II) an amount equal to 105% of the aggregate Outstanding Amount of all Foreign Currency Loans shall not exceed the Aggregate Revolving Credit Commitments, and (y) the aggregate Outstanding Amount of the Revolving Loans of any Revolving Lender, *plus* such Revolving Lender's Pro Rata Revolving Share of an amount equal to the aggregate Outstanding Amount of all L/C Obligations, *plus* such Revolving Lender's Pro Rata Revolving Share of the aggregate Outstanding Amount of all Swing Line Loans, *plus* such Revolving Lender's Pro Rata Revolving Share of an amount equal to 105% of the aggregate Outstanding Amount of all Foreign Currency Loans shall not exceed such Revolving Lender's Revolving Credit Commitment. Within the limits of each Revolving Lender's Revolving Credit Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow Revolving Loans under this *Section 2.02*, prepay Revolving Loans under *Section 2.06 (Prepayments)*, and reborrow Revolving Loans under this *Section 2.02*. Revolving Loans may be Base Rate Loans or Eurodollar Rate Loans, as further provided herein.

(b) Subject to the terms and conditions of this Agreement, the Foreign Currency Fronting Lender agrees to make Foreign Currency Loans under the Revolving Credit Facility in any Denomination Currency to the Borrower from time to time on any Business Day during the period from the first Business Day next succeeding the Closing Date to the Revolving Credit Maturity Date; *provided*, that after giving effect to the making and use of proceeds thereof, (a) an amount equal to 105% of the aggregate Outstanding Amount of Foreign Currency Loans made by the Foreign Currency Fronting Lender shall not exceed the Foreign Currency Sublimit (notwithstanding the fact that such Foreign Currency Loans, when aggregated with the aggregate Outstanding Amount of the Revolving Loans and the Foreign Currency Fronting Lender's Pro Rata Revolving Share (in its capacity as a Revolving Lender) of L/C Obligations and Swing Line Loans may exceed the amount of the Foreign Currency Fronting Lender's Revolving Credit Commitment) and (b) the sum of (i) the Outstanding Amount of all Revolving Loans, Swing Line Loans and L/C Obligations, and (ii) an amount equal to 105% of the Outstanding Amount of all Foreign Currency Loans shall not exceed the Aggregate Revolving Credit Commitments. During the period from the first Business Day after the Closing Date to the Revolving Credit Maturity Date, the Borrower may use the Foreign Currency Sublimit by borrowing Foreign Currency Loans, repaying the Foreign Currency Loans in whole or in part and reborrowing Foreign Currency Loans, all in accordance with the terms and conditions of this Agreement.

2.03 Borrowings, Conversions and Continuations.

(a) (i) Each Revolving Borrowing, the Borrowing under any Facilities Increase, each Conversion of Revolving Loans or Segments of the Term Loan, and each Continuation of Revolving Loans or Segments of the Term Loan shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which (other than in the case of any Facilities Increase) may be given by telephone. Each such notice must be received by the Administrative Agent not later than 12:00 noon,

New York time, (i) three Business Days prior to the requested date of any Borrowing of, Conversion to or Continuation of Eurodollar Rate Loans, and (ii) on the requested date of any Borrowing of, or Conversion to, Base Rate Loans. Each such telephonic notice must be confirmed by 2:00 p.m., New York time, on the same day such telephonic notice is given, by delivery to the Administrative Agent of a written Revolving Loan Notice or Term Loan Interest Rate Selection Notice, appropriately completed and signed by a Responsible Officer (unless such Revolving Loan Notice is being delivered by the Swing Line Lender pursuant to *Section 2.05(c) (Refinancing of Swing Line Loans)* or by the Administrative Agent on behalf of the L/C Issuer pursuant to *Section 2.04(c)(i) (Drawings and Reimbursements; Funding of Participations)*). Each Borrowing of, Conversion to or Continuation of Eurodollar Rate Loans shall be in a principal amount of $5,000,000 or a whole multiple of $500,000 in excess thereof. Except as provided in *Sections 2.04(c) (Drawings and Reimbursements; Funding of Participations)* and *2.05(c) (Refinancing of Swing Line Loans)*, each Borrowing of or Conversion to Base Rate Loans shall be in a principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof. Each Revolving Loan Notice shall be (or if telephonic, shall be confirmed by 2:00 p.m., New York time, on the same day such telephonic notice is given, with a writing that is) substantially in the form of *Exhibit A-1 (Form of Revolving Loan Notice)* attached hereto, and each Term Loan Interest Rate Selection Notice shall be (or if telephonic, shall be confirmed by 2:00 p.m., New York time, on the same day such telephonic notice is given, with a writing that is) substantially in the form of *Exhibit A-2 (Form of Term Loan Interest Rate Selection Notice)* attached hereto. If the Borrower fails to specify a Type of Revolving Loan in a Revolving Loan Notice or Type of Segment in a Term Loan Interest Rate Selection Notice, or if the Borrower fails to give a timely notice requesting a Conversion or Continuation, then the applicable Revolving Loans and Segments of the Term Loan shall, subject to the last sentence of this *Section 2.03(a)(i)*, be made or Continued as, or Converted to, Base Rate Loans. Any such automatic Conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect. If no timely notice of a Conversion or Continuation is provided by the Borrower, the Administrative Agent shall notify each applicable Lender of the details of any automatic Conversion to Base Rate Loans. If the Borrower requests a Borrowing of, Conversion to, or Continuation of Eurodollar Rate Loans in any such Revolving Loan Notice or Term Loan Interest Rate Selection Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(ii) Each Borrowing of Foreign Currency Loans and each Continuation of Foreign Currency Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent and the Foreign Currency Fronting Lender, which notice may not be given by telephone. Each such notice must be received by the Administrative Agent and the Foreign Currency Fronting Lender not later than 12:00 noon, New York time, (i) five Business Days prior to the requested date of any Borrowing or Continuation of Eurocurrency Rate Loans denominated in Yen, (ii) four Business Days prior to the requested date of any Borrowing or Continuation of Eurocurrency Rate Loans denominated in Euros, (iii) three Business Days prior to the requested date of any Borrowing or Continuation of Eurocurrency Rate Loans denominated in Canadian Dollars and (iv) in the case of any other Denomination Currency, a number of Business Days to be agreed by the Borrower, the Foreign Currency Fronting Lender and the Administrative Agent. Each Borrowing of or Continuation of Eurocurrency Rate Loans in any Denomination Currency shall be in a principal amount that is not less than the Minimum Currency Borrowing Amount applicable to such Denomination Currency. Each Foreign Currency Loan Notice shall be substantially in the form of *Exhibit A-3 (Form of Foreign Currency Loan Notice)* attached hereto. If the Borrower fails to provide a timely notice of Continuation, then the applicable Foreign Currency Loans, subject to the last sentence of this *Section 2.03(a)(ii)*, will be made or Continued as Eurocurrency Rate Loans having an Interest Period of one month, effective, in the case of any

Continuation, as of the last day of the Interest Period then in effect. If the Borrower requests a Borrowing of, or Continuation of Eurocurrency Rate Loans in any such Foreign Currency Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) (i) Following receipt of a Revolving Loan Notice, the Administrative Agent shall promptly notify each Revolving Lender of its Pro Rata Revolving Share of the applicable Revolving Loans. Each Revolving Lender shall make the amount of its Revolving Loan available to the Administrative Agent in Same Day Funds in Dollars at the Administrative Agent's Office not later than (x) 2:00 p.m., New York time, on the date of a Revolving Borrowing for the account of the L/C Issuer pursuant to *Section 2.04(c)(ii) (Drawings and Reimbursements; Funding of Participations)*, or (y) 3:00 p.m., New York time, in all other cases, on the Business Day specified in the applicable Revolving Loan Notice. Upon satisfaction of the applicable conditions set forth in *Section 4.02 (Conditions Precedent to Each Credit Extension)* (and, if such Borrowing is the initial Credit Extension, *Section 4.01 (Conditions Precedent to Initial Credit Extensions)*), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent by wire transfer of such funds in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(ii) Following receipt of a Foreign Currency Loan Notice, the Foreign Currency Fronting Lender shall notify the Administrative Agent thereof and shall notify each Revolving Lender of the amount (expressed in the Denomination Currency and the Dollar Equivalent thereof) of its participation therein (which amount shall be determined based on such Revolving Lender's Pro Rata Revolving Share). Upon satisfaction of the applicable conditions set forth in *Section 4.02 (Conditions Precedent to Each Credit Extension)*, the Foreign Currency Fronting Lender shall make the applicable Foreign Currency Loan to the Borrower in the applicable Denomination Currency by wire transfer of such funds in accordance with instructions provided to (and reasonably acceptable to) the Foreign Currency Fronting Lender by the Borrower.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan or a Eurocurrency Rate Loan may be Continued or Converted only on the last day of the Interest Period for such Loan. During the existence of a Default or Event of Default, (i) no Revolving Loan or Foreign Currency Loan may be requested as, Converted into or Continued as a Eurodollar Rate Loan or Eurocurrency Rate Loan, as applicable, without the consent of the Required Revolving Lenders and, in the case of any Foreign Currency Loans, the Agents and the Foreign Currency Fronting Lender and (ii) no Segment of the Term Loan may be Converted into or Continued as a Eurodollar Rate Segment without the consent of the Required Term Loan Lenders.

(d) The Administrative Agent or the Foreign Currency Fronting Lender, as the case may be, shall promptly notify the Borrower and the applicable Lenders of the interest rate applicable to any Eurodollar Rate Loan or any Eurocurrency Rate Loan, as the case may be, upon determination of such interest rate. The determination of the Eurodollar Rate or the Eurocurrency Rate by the Administrative Agent or the Foreign Currency Lender, as the case may be, shall be conclusive in the absence of manifest error.

(e) After giving effect to all Revolving Borrowings, all Conversions of Revolving Loans from one Type to the other, and all Continuations of Revolving Loans as the same Type, there shall not be more than five Interest Periods in effect with respect to Revolving Loans.

(f) After giving effect to all Foreign Currency Borrowings and all Continuations of Foreign Currency Loans, there shall not be more than five Interest Periods in effect with respect to Foreign Currency Loans.

(g) After giving effect to the Borrowing under the Term Loan Facility, all Conversions of Segments of the Term Loan from one Type to the other, and all Continuations of Segments of the Term Loan as the same Type, there shall not be more than eight Interest Periods in effect with respect to Segments of the Term Loan.

2.04 Letters of Credit.

(a) *The Letter of Credit Commitment.*

(i) Subject to the terms and conditions set forth herein, (A) each L/C Issuer agrees, in reliance upon the agreements of the other Revolving Lenders set forth in this *Section 2.04*, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit in Dollars for the account of the Borrower, and to renew Letters of Credit previously issued by it, in accordance with *clause (b)* below, and (2) to honor drafts under the Letters of Credit previously issued by it; and (B) the Revolving Lenders severally agree to risk participate in Letters of Credit issued for the account of the Borrower; *provided* that no L/C Issuer shall be obligated to make any L/C Credit Extension with respect to any Letter of Credit, and no Revolving Lender shall be obligated to risk participate in, any Letter of Credit if as of the date of such proposed L/C Credit Extension, after giving effect to such L/C Extension, (x) the sum of (i) the aggregate Outstanding Amount of all Revolving Loans, Swing Line Loans and L/C Obligations and (ii) an amount equal to 105% of the Outstanding Amount of all Foreign Currency Loans, would exceed the Aggregate Revolving Credit Commitments, (y) the aggregate Outstanding Amount of the Revolving Loans of any Revolving Lender, *plus* such Revolving Lender's Pro Rata Revolving Share of the Outstanding Amount of all L/C Obligations, *plus* such Revolving Lender's Pro Rata Revolving Share of the Outstanding Amount of all Swing Line Loans, *plus* such Revolving Lender's Pro Rata Revolving Share of an amount equal to 105% of the Outstanding Amount of all Foreign Currency Loans would exceed such Revolving Lender's Revolving Credit Commitment, or (z) the Outstanding Amount of the L/C Obligations would exceed the Letter of Credit Sublimit. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, from the Closing Date until the Letter of Credit Expiration Date, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) No L/C Issuer shall be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such L/C Issuer from issuing such Letter of Credit, or any Law applicable to such L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Issuer shall prohibit, or request that such L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon such L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which such L/C Issuer in good faith deems material to it;

(B) subject to *Section 2.04(b)(iii) (Procedures for Issuance and Amendment of Letters of Credit; Auto-Renewal Letters of Credit)*, the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last renewal, unless the Required Revolving Lenders have approved such expiry date;

(C) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Revolving Lenders have approved such expiry date; or

(D) the issuance of such Letter of Credit would violate one or more policies of such L/C Issuer.

(iii) No L/C Issuer shall be under any obligation to amend any Letter of Credit if (A) such L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(iv) Notwithstanding anything in this Agreement to the contrary, (A) no L/C Issuer shall be required to issue, amend, extend or renew any Letter of Credit issued by it if, after giving effect to such issuance, amendment, extension or renewal, the aggregate face amount of all Letters of Credit issued by such L/C Issuer would exceed $75,000,000 and (B) in no event shall CIBC or any of its Affiliates, in their respective capacities as L/C Issuers, be required to issue commercial Letters of Credit under this Agreement.

(b) *Procedures for Issuance and Amendment of Letters of Credit; Auto-Renewal Letters of Credit*.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the applicable L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower (or if the applicable L/C Issuer has agreed to electronic delivery of Letter of Credit Applications, with electronic signature delivered pursuant to a secured system acceptable to the L/C Issuer). Such Letter of Credit Application must be received by the applicable L/C Issuer and the Administrative Agent not later than 1:00 p.m., New York time, at least two Business Days (or such later time on such date as such L/C Issuer may agree in a particular instance in its sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the applicable L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the applicable L/C Issuer may reasonably require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the applicable L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as such L/C Issuer may reasonably require.

(ii) Promptly after receipt of any Letter of Credit Application, the applicable L/C Issuer will confirm with the Administrative Agent (by telephone, internet, electronic system or in

writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, such L/C Issuer will provide the Administrative Agent (by internet, electronic system or in writing) with a copy thereof. Upon receipt by the applicable L/C Issuer of confirmation from the Administrative Agent that the requested issuance or amendment is permitted under *Section 2.04(a)(i) (The Letter of Credit Commitment)* in terms of any additional L/C Obligations created thereby (unless otherwise agreed among the Administrative Agent and the applicable L/C Issuer), then, subject to the terms and conditions hereof, such L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower or enter into the applicable amendment, as the case may be, in each case in accordance with such L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the applicable L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Revolving Lender's Pro Rata Revolving Share *times* the amount of such Letter of Credit.

(iii) If the Borrower so requests in any applicable Letter of Credit Application, the applicable L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic renewal provisions (each, an "***Auto-Renewal Letter of Credit***"); *provided* that any such Auto-Renewal Letter of Credit must permit the applicable L/C Issuer to prevent any such renewal at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "***Nonrenewal Notice Date***") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the applicable L/C Issuer, the Borrower shall not be required to make a specific request to such L/C Issuer for any such renewal. Once an Auto-Renewal Letter of Credit has been issued, the Revolving Lenders shall be deemed to have authorized (but may not require) the applicable L/C Issuer to permit the renewal of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; *provided*, *however*, that such L/C Issuer shall not permit any such renewal if (A) such L/C Issuer would have no obligation at such time to issue such Letter of Credit in its renewed form under the terms hereof, or (B) it has received notice (which may be by telephone or in writing, provided that any such telephonic notice must be confirmed in writing by 2:00 p.m., New York time on the same day such telephonic notice is given) on or before the day that is two Business Days before the Nonrenewal Notice Date from the Administrative Agent, any Revolving Lender or the Borrower that one or more of the applicable conditions specified in *Section 4.02 (Conditions Precedent to Each Credit Extension)* is not then satisfied. Notwithstanding anything to the contrary contained herein, the applicable L/C Issuer shall have no obligation to permit the renewal of any Auto-Renewal Letter of Credit at any time, and in no event shall the expiry date of any Auto-Renewal Letter of Credit after any renewal as described herein occur after the Letter of Credit Expiration Date, unless all the Revolving Lenders have approved such expiry date.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) *Drawings and Reimbursements; Funding of Participations*.

(i) Upon any drawing under any Letter of Credit, the applicable L/C Issuer shall notify the Borrower and the Administrative Agent thereof. Not later than 11:00 a.m., New York time, on the date of any payment by an L/C Issuer under a Letter of Credit (each such date, an "***Honor Date***"), the Borrower shall reimburse such L/C Issuer in an amount equal to the amount

of such drawing in Dollars in Same Day Funds. If the Borrower fails to so reimburse such L/C Issuer by such time, such L/C Issuer shall promptly notify the Administrative Agent and, promptly upon receipt of such notice from such L/C Issuer, the Administrative Agent shall notify each Revolving Lender of the Honor Date, the amount of the then unpaid Reimbursement Obligation (the "***Unreimbursed Amount***"), such Revolving Lender's Pro Rata Revolving Share thereof and, in accordance with the following sentence and *Section 2.04(c)(ii) (Drawings and Reimbursements; Funding of Participations)*, whether a Swing Line Borrowing or a Revolving Borrowing will be made to repay the Unreimbursed Amount or whether, pursuant to *Section 2.04(c)(iii) (Drawings and Reimbursements; Funding of Participations)*, an L/C Borrowing in the amount of the Unreimbursed Amount shall be deemed incurred by the Borrower and that each Revolving Lender shall participate in such L/C Borrowing in accordance with its Pro Rata Revolving Share. In such event, the Borrower shall be deemed to have requested a Swing Line Borrowing, without regard to the minimum and multiples and times of day for notice specified in *Section 2.05 (Swing Line Loans)*, or, if the Unreimbursed Amount is greater than the amount available for Swing Line Borrowings under the Swing Line Sublimit, a Revolving Borrowing, without regard to the minimum and multiples and times of day for notice specified in *Section 2.03*, to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, but subject, in each case, to the amount of the unutilized portion of the Aggregate Revolving Credit Commitments, and the conditions set forth in *Section 4.02 (Conditions Precedent to Each Credit Extension)* (other than the delivery of a Revolving Loan Notice). Any notice given by an L/C Issuer or the Administrative Agent pursuant to this *Section 2.04(c)(i)* shall constitute a notice under *Section 2.05(b) (Borrowing Procedures)* or a Revolving Loan Notice, respectively, and may be given by telephone if promptly confirmed in writing*; provided* that the lack of such prompt confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) The Swing Line Lender, if a Swing Line Borrowing can be made as determined by the Administrative Agent pursuant to *Section 2.05 (Swing Line Loans)*, shall make funds available to the Administrative Agent for the account of the applicable L/C Issuer at the Administrative Agent's Office in an amount equal to the Unreimbursed Amount, not later than 3:00 p.m., New York time, on the Business Day specified in such notice by the Administrative Agent. In the event the Administrative Agent determines that a Swing Line Borrowing is not so available and, in the alternative, pursuant to *Section 2.04(c)(i) (Drawings and Reimbursements; Funding of Participations)*, a Revolving Borrowing or an L/C Borrowing is to be made, each Revolving Lender (including the Revolving Lender acting as the L/C Issuer with respect to such Letter of Credit) shall upon receipt of any notice from the Administrative Agent pursuant to *Section 2.04(c)(i) (Drawings and Reimbursements; Funding of Participations)* make funds in Dollars available to the Administrative Agent for the account of the applicable L/C Issuer at the Administrative Agent's Office in the amount equal to its Pro Rata Revolving Share of the Unreimbursed Amount not later than 3:00 p.m., New York time, on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of *Section 2.04(c)(iii) (Drawings and Reimbursements; Funding of Participations)*, each Revolving Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received from either the Swing Line Lender or the Revolving Lenders, as applicable, to the applicable L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Borrowing because the conditions set forth in *Section 4.02 (Conditions Precedent to Each Credit Extension)* cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the applicable L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced by a Borrowing, which L/C Borrowing shall be due and payable on demand (together with accrued interest thereon) and shall bear interest at the Default Rate. In

such event, each Revolving Lender's payment to the Administrative Agent for the account of the applicable L/C Issuer pursuant to *Section 2.04(c)(ii) (Drawings and Reimbursements; Funding of Participations)* shall be deemed payment in respect of its risk participation in such L/C Borrowing and shall constitute an L/C Advance from such Revolving Lender in satisfaction of its risk participation obligation in such L/C Borrowing under this *Section 2.04*.

(iv) Until each Revolving Lender funds its Revolving Loan or L/C Advance pursuant to *Section 2.04(c)(ii) (Drawings and Reimbursements; Funding of Participations)* to reimburse the applicable L/C Issuer for any Unreimbursed Amount drawn under any Letter of Credit or to fund its participation therein, as the case may be, interest in respect of such Revolving Lender's Pro Rata Revolving Share of such amount shall be solely for the account of such L/C Issuer.

(v) Each Revolving Lender's obligation to make Revolving Loans or L/C Advances to reimburse the applicable L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this *Section 2.04(c)*, shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Lender may have against such L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default or Event of Default, (C) the issuance of the applicable Letter of Credit at the request of a Guarantor as agent for the Borrower pursuant to *Section 2.04(n) (Requests for Issuances of Letters of Credit by Guarantors*) or (D) any other occurrence, event or condition, whether or not similar to any of the foregoing; *provided*, *however*, that each Revolving Lender's obligation to make Revolving Loans, and the Swing Line Lender's obligation to make Swing Line Loans, pursuant to this *Section 2.04(c)* is subject to the conditions set forth in *Section 4.02 (Conditions Precedent to Each Credit Extension)* (other than the delivery of a Revolving Loan Notice or Swing Line Loan Notice). Any such reimbursement with the proceeds of Revolving Loans or L/C Advances shall not relieve or otherwise impair the obligation of the Borrower to reimburse the applicable L/C Issuer for the amount of any payment made by such L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Lender fails to make available to the Administrative Agent for the account of an L/C Issuer any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this *Section 2.04(c)* by the time specified in *Section 2.04(c)(ii)*, the applicable L/C Issuer shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such L/C Issuer at a rate per annum equal to the applicable Federal Funds Rate for three Business Days and thereafter at a rate per annum equal to the Default Rate. A certificate of the applicable L/C Issuer submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this *Section 2.04(c)* shall be conclusive absent manifest error.

(d) *Repayment of Participations*.

(i) At any time after an L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Lender such Revolving Lender's L/C Advance in respect of such payment in accordance with *Section 2.04(c) (Drawings and Reimbursements; Funding of Participations)*, if the Administrative Agent receives for the account of such L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of cash collateral applied thereto by the Administrative Agent), or any payment of interest thereon, the Administrative Agent will distribute to such Revolving Lender the amount of its Pro Rata Revolving Share thereof

(appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of an L/C Issuer in respect of any drawing on any Letter of Credit is required to be returned (including pursuant to any settlement entered into by the Administrative Agent or such L/C Issuer in its discretion), each Revolving Lender shall pay to the Administrative Agent for the account of the applicable L/C Issuer its Pro Rata Revolving Share of such amount on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Revolving Lender, at a rate per annum equal to the applicable Federal Funds Rate from time to time in effect, and such payment by each Revolving Lender shall be deemed to be its L/C Advance in such amount pursuant to *Section 2.04(c)(iii) (Drawings and Reimbursements; Funding of Participations)*.

(e) *Obligations Absolute*. The obligation of the Borrower to reimburse each L/C Issuer for each drawing under each Letter of Credit, and to repay each L/C Borrowing, shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other agreement or instrument relating thereto;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the applicable L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the applicable L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the applicable L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will immediately notify the applicable

L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against an L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) *Role of L/C Issuer.* Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, no L/C Issuer shall have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. Neither any L/C Issuer, any Agent-Related Person nor any of the respective correspondents, participants or assignees of any L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders, Revolving Lenders, Required Revolving Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; *provided*, *however*, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. Neither any L/C Issuer, any Agent-Related Person, nor any of the respective correspondents, participants or assignees of any L/C Issuer, shall be liable or responsible for any of the matters described in *clauses (i)* through *(v)* of *Section 2.04(e) (Obligations Absolute)*; *provided*, *however*, that anything in such *clauses (i)* through *(v)* to the contrary notwithstanding, the Borrower may have a claim against an L/C Issuer, and such L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential, special, punitive or exemplary, damages suffered by the Borrower which the Borrower proves were caused by such L/C Issuer's willful misconduct or gross negligence or such L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, any L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and no L/C Issuer shall be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) *Cash Collateral.* (i) Upon the request of the Administrative Agent, if an L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, or (ii) if, as of the Letter of Credit Expiration Date or the Revolving Credit Maturity Date, any Letter of Credit may for any reason remain outstanding and partially or wholly undrawn, the Borrower shall immediately Cash Collateralize the Outstanding Amount of all L/C Obligations plus the Letter of Credit fees payable with respect to such Letter of Credit (calculated at the Applicable Margin with respect to Revolving Loans that are Eurodollar Rate Loans then in effect for the period from the date of such cash collateralization until the expiry date of such Letter of Credit). The Administrative Agent may, from time to time after such funds are deposited in any Cash Collateral Account, apply funds then held in such Cash Collateral Account to the payment of any amounts, in accordance with *Section 2.13(h) (Payments Generally)*, as shall have become or shall become due and payable by the Borrower to the L/C Issuers or Lenders in respect of the L/C Obligations. The Administrative Agent shall promptly give written notice of any such application; *provided*, *however*, that the failure to give such written notice shall not invalidate any such application.

(h) *Applicability of ISP98 and UCP.* Unless otherwise expressly agreed by the applicable L/C Issuer and the Borrower when a Letter of Credit is issued (including any such

agreement applicable to an Existing Letter of Credit), (i) the rules of the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance shall apply to each commercial Letter of Credit.

(i) *Letter of Credit Fees*. The Borrower shall pay to the Administrative Agent for the account of each Revolving Lender in accordance with its Pro Rata Revolving Share a Letter of Credit fee (for each day such Letter of Credit remains in effect) for each Letter of Credit equal to the Applicable Margin for Revolving Loans that are Eurodollar Rate Loans multiplied by the daily maximum amount available to be drawn under such Letter of Credit (each such Letter of Credit fee being referred to herein as a "***Letter of Credit Fee***"). Such fee for each Letter of Credit shall be calculated as of each Quarterly Fee Calculation Date, commencing with the first such date to occur after the issuance of such Letter of Credit, and on the Letter of Credit Expiration Date, and shall be due and payable on the respective Quarterly Fee Payment Date for each such Quarterly Fee Calculation Date and on the Letter of Credit Expiration Date. If there is any change in the Applicable Margin with respect to Revolving Loans that are Eurodollar Rate Loans during any quarter, the actual daily amount of each Letter of Credit shall be computed and multiplied by the Applicable Margin with respect to Revolving Loans that are Eurodollar Rate Loans separately for each period during such quarter that such Applicable Margin was in effect.

(j) *Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer*. The Borrower shall pay directly to the applicable L/C Issuer for its own account a fronting fee (for each day such Letter of Credit remains in effect) for each Letter of Credit in an amount equal to 1/8 of 1% (0.125%) per annum on the daily maximum amount available to be drawn thereunder, due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, and on the Letter of Credit Expiration Date. In addition, the Borrower shall pay directly to the applicable L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such L/C Issuer relating to letters of credit as from time to time in effect. Such fees and charges are due and payable on demand and are nonrefundable.

(k) *Conflict with Letter of Credit Application*. In the event of any conflict between the terms of this Agreement and the terms of any Letter of Credit Application, the terms of this Agreement shall control.

(l) *Letter of Credit Report*. On (i) the last Business Day of each calendar month, and (ii) each date that an L/C Credit Extension occurs with respect to any Letter of Credit of such L/C Issuer, each L/C Issuer shall deliver to the Administrative Agent a report in the form of *Exhibit G (Form of Letter of Credit Report)* hereto, appropriately completed with the respective information for every Letter of Credit of such L/C Issuer (or, if acceptable to the applicable L/C Issuer, the electronic equivalent thereof containing substantially the same information).

(m) *Existing Letters of Credit*. *Schedule 2.04(m) (Existing Letters of Credit)* contains a schedule of certain letters of credit issued prior to the Closing Date (the "***Existing Letters of Credit***") by the issuers specified opposite each such letter of credit for the account of the Borrower or the applicable Subsidiary of the Borrower as specified on such *Schedule 2.04(m) (Existing Letters of Credit)*. On the Closing Date (i) such Existing Letters of Credit, to the extent outstanding, shall be automatically and without further action by the parties thereto converted to Letters of Credit issued pursuant to this *Section 2.04* for the account of the Borrower and subject to

the provisions hereof, and for this purpose the fees specified in this *Section 2.04* shall be payable (in substitution for any fees set forth in the applicable letter of credit reimbursement agreements or applications relating to such Existing Letters of Credit) as if such Existing Letters of Credit had been issued on the Closing Date, (ii) the face amount of such Existing Letters of Credit shall be included in the calculation of L/C Obligations and (iii) all liabilities of the Borrower or any of its Subsidiaries, as the case may be, with respect to such Existing Letters of Credit shall constitute Obligations. No Existing Letters of Credit converted in accordance with this *clause (m)* shall be amended, extended or renewed without the prior written consent of the Administrative Agent.

(n) *Requests for Issuances of Letters of Credit by Guarantors*. Notwithstanding anything to the contrary in this *Section 2.04 (Letters of Credit)*,

(i) The Borrower hereby appoints each Guarantor (and confirms to each Agent, each Lender, each L/C Issuer and each other Person party to this Agreement that such Guarantors have been duly appointed) to act as agent for the Borrower for purposes of (A) requesting the issuance of Letters of Credit, (B) executing and delivering Letter of Credit Applications, (C) reimbursing the applicable L/C Issuer for drawings under such Letters of Credit and (D) taking any other action or receiving any communication on behalf of the Borrower in connection with such Letters of Credit.

(ii) Each of the Lenders, the L/C Issuers and the Administrative Agent shall be entitled to deal with any Guarantor as agent for the Borrower in connection with Letters of Credit issued at the request of such Guarantor as provided in this *Section 2.04 (Letters of Credit)* and to rely on any instructions or other communications from each Guarantor as agent for the Borrower with respect to any Letter of Credit issued at the request of such Guarantor. In furtherance of the foregoing, it is expressly understood and agreed by the Borrower that the Administrative Agent, each Lender and each L/C Issuer are authorized and directed to accept, honor and rely on instructions and requests made by such Guarantors in respect of Letters of Credit, subject to the limitations of this Agreement.

(iii) None of the Lenders, the L/C Issuers or the Agents shall have any responsibility to the Borrower or any other Loan Party for dealing with any Guarantor as provided in this *Section 2.04(n)* and the Obligations of the Borrower and each of the other Loan Parties to the Lenders, the L/C Issuers and each of the Agents shall not be affected by any matter relating to acts or omissions of the Guarantors relating to requests for Letters of Credit, the L/C Obligations or otherwise as agent for the Borrower hereunder. Notwithstanding the appointment of the Guarantors as agent for the Borrower hereunder with respect to Letters of Credit, each Agent, each L/C Issuer and the Lenders shall in their sole discretion be entitled to deal directly with the Borrower with respect to any Letter of Credit issued hereunder at the request of any Guarantor for all purposes of the Loan Documents.

(iv) The Borrower hereby acknowledges and agrees that (A) all Reimbursement Obligations, all L/C Obligations and any other Obligations in respect of any Letters of Credit shall be Obligations of the Borrower, irrespective of whether the Borrower requested the issuance of such Letter of Credit directly or such Letter of Credit was issued at the request of a Guarantor as its agent and such Obligations shall be absolute, unconditional and irrevocable as provided in *Section 2.04(e) (Obligations Absolute)* and (B) all such Letters of Credit issued at the request of any Guarantor acting as agent for the Borrower shall be deemed to be issued for the account of the Borrower.

(o) *Existing THG Letters of Credit*. *Schedule 2.04 (o) (Existing THG Letters of Credit)* contains a schedule of certain letters of credit issued prior to the Second Amendment Effective Date (the "***Existing THG Letters of Credit***") by BofA for the account of THG or its applicable Subsidiary as specified on such *Schedule 2.04(o) (Existing THG Letters of Credit)*. On the Second Amendment Effective Date (i) such Existing THG Letters of Credit, to the extent outstanding, shall be automatically and without further action by the parties thereto converted to Letters of Credit issued pursuant to this Section 2.04 for the account of the Borrower and subject to the provisions hereof, and for this purpose the fees specified in this Section 2.04 shall be payable (in substitution for any fees set forth in the applicable letter of credit reimbursement agreements or applications relating to such Existing THG Letters of Credit) as if such Existing THG Letters of Credit had been issued on the Second Amendment Effective Date, (ii) the face amount of such Existing THG Letters of Credit shall be included in the calculation of L/C Obligations and (iii) all liabilities of the Borrower or any of its Subsidiaries, as the case may be, with respect to such Existing THG Letters of Credit shall constitute Obligations. No Existing THG Letters of Credit converted in accordance with this *clause (o)* shall be amended, extended or renewed without the prior written consent of the Administrative Agent.

2.05 Swing Line Loans.

(a) *The Swing Line*. Subject to the terms and conditions set forth herein, the Swing Line Lender agrees to make loans (each such loan, a "***Swing Line Loan***") in Dollars, to the Borrower from time to time on any Business Day during the period from the Closing Date to the Revolving Credit Maturity Date in an aggregate amount not to exceed the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the aggregate Outstanding Amount of Revolving Loans and the Swing Line Lender's Pro Rata Revolving Share (in its capacity as a Revolving Lender) of L/C Obligations and the Swing Line Lender's Pro Rata Revolving Share (in its capacity as a Revolving Lender) of an amount equal to 105% of the aggregate Outstanding Amount of all Foreign Currency Loans may exceed the amount of such Swing Line Lender's Revolving Credit Commitment; *provided*, *however*, that after giving effect to any Swing Line Loan, (i) the aggregate Outstanding Amount of all Revolving Loans, Swing Line Loans, and L/C Obligations, *plus* an amount equal to 105% of the aggregate Outstanding Amount of all Foreign Currency Loans shall not exceed the Aggregate Revolving Credit Commitments, and (ii) the aggregate Outstanding Amount of the Revolving Loans of any Revolving Lender other than the Swing Line Lender, *plus* such Revolving Lender's Pro Rata Revolving Share of an amount equal to 105% of the Outstanding Amount of all L/C Obligations, *plus* such Revolving Lender's Pro Rata Revolving Share of the Outstanding Amount of all Swing Line Loans, *plus* such Revolving Lender's Pro Rata Revolving Share of the Outstanding Amount of all Foreign Currency Loans, shall not exceed such Revolving Lender's Revolving Credit Commitment. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow Swing Line Loans under this *Section 2.05*, prepay Swing Line Loans under *Section 2.06 (Prepayments)*, and reborrow Swing Line Loans under this *Section 2.05*. Each Swing Line Loan shall be a Base Rate Loan. Immediately upon the making of a Swing Line Loan, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Revolving Lender's Pro Rata Revolving Share times the amount of the Swing Line Loan; *provided*, *however*, that such Revolving Lender shall not be required to fund such risk participation except as provided in *clause (c)(iii)* below.

(b) *Borrowing Procedures*. Each Swing Line Borrowing shall be made upon the Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 2:30 p.m., New York time on the requested Borrowing date, and

shall specify (i) the amount to be borrowed, which shall be a minimum of $300,000 and integral multiples of $100,000 in excess thereof, and (ii) the requested Borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed by 4:30 p.m., New York time, on the same day such telephonic notice is given, by delivery to the Swing Line Lender and the Administrative Agent of a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Officer. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Revolving Lender) prior to (x) 1:00 p.m., New York time, in the case of Swing Line Loans to reimburse an L/C Issuer in respect of drawings under Letters of Credit, or (y) 4:30 p.m., New York time, in all other cases, on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of *Section 2.05(a) (The Swing Line*), or (B) that one or more of the applicable conditions specified in *Section 4.02 (Conditions Precedent to Each Credit Extension)* is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than (x) 3:00 p.m., New York time, in the case of Swing Line Loans to reimburse an L/C Issuer in respect of drawings under Letters of Credit, or (y) 5:00 p.m., New York time, in all other cases, on the Borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the Borrower by wire transfer of such funds, in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) *Refinancing of Swing Line Loans*.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request, on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that a Revolving Loan be made in an amount equal to the then Outstanding Amount of Swing Line Loans, and such request by the Swing Line Lender shall constitute a Revolving Loan Notice. Such request shall be made in accordance with the requirements of *Section 2.03*, without regard to the minimum and multiples specified therein for the principal amount of Revolving Loans, but subject to the unutilized portion of the Aggregate Revolving Credit Commitments, and the conditions set forth in *Section 4.02 (Conditions Precedent to Each Credit Extension)*. Each Revolving Lender shall make an amount equal to its Pro Rata Revolving Share of the amount specified in such Revolving Loan Notice available to the Administrative Agent in Same Day Funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 2:00 p.m., New York time, on the Business Day specified in such Revolving Loan Notice, whereupon, subject to *Section 2.05(c)(ii) (Refinancing of Swing Line Loans)*, each Revolving Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received from the Revolving Lenders to the Swing Line Lender. The Administrative Agent shall promptly notify the Borrower of the making of a Revolving Loan pursuant to this *Section 2.05(c)(i), provided* that the lack of such prompt notification shall in no way affect the making, validity or status of such Revolving Loan.

(ii) If for any reason any Revolving Borrowing cannot be requested in accordance with *Section 2.05(c)(i) (Refinancing of Swing Line Loans)* or any Swing Line Loan cannot be refinanced by such a Revolving Borrowing, the Revolving Loan Notice submitted by the Swing Line Lender shall be deemed to be a request by the Swing Line Lender that each of the Revolving Lenders fund its risk participation in the amount of the relevant Swing Line Loan and each

Revolving Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to *Section 2.05(c)(i) (Refinancing of Swing Line Loans)* shall be deemed payment in respect of such risk participation in the amount of such Swing Line Loan.

(iii) If any Revolving Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this *Section 2.05(c)* by the time specified in *Section 2.05(c)(i) (Refinancing of Swing Line Loans)*, the Swing Line Lender shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the applicable Federal Funds Rate for three Business Days and thereafter at a rate per annum equal to the Default Rate. A certificate of the Swing Line Lender submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this *Section 2.05(c)* shall be conclusive absent manifest error.

(iv) Each Revolving Lender's obligation to make Revolving Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this *Section 2.05(c)* shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default or Event of Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; *provided*, *however*, that each Revolving Lender's obligation to make Revolving Loans pursuant to this *Section 2.05(c)* is subject to the conditions set forth in *Section 4.02 (Conditions Precedent to Each Credit Extension)* (other than the delivery by the Borrower of a Revolving Loan Notice). Any such purchase of risk participations by each Revolving Lender from the Swing Line Lender shall not relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) *Repayment of Participations*.

(i) At any time after any Revolving Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute in Dollars to such Revolving Lender its Pro Rata Revolving Share of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Lender's risk participation was outstanding and funded).

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender, each Revolving Lender shall pay to the Swing Line Lender in Dollars its Pro Rata Revolving Share of such amount on demand of the Administrative Agent, plus accrued and unpaid interest thereon from the date of such demand to the date such amount is returned (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), at a rate per annum equal to the applicable Federal Funds Rate. The Administrative Agent will make such demand only upon the request of the Swing Line Lender.

(e) *Interest for Account of Swing Line Lender.* The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Revolving Lender funds its Revolving Loan or risk participation pursuant to this *Section 2.05*, interest in respect of such Revolving Lender's Pro Rata Revolving Share shall be solely for the account of the Swing Line Lender.

(f) *Payments Directly to Swing Line Lender.* The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.06 Prepayments.

(a) *Optional Prepayments of Revolving Loans and Foreign Currency Loans.*

(i) The Borrower may, upon irrevocable notice to the Administrative Agent, at any time or from time to time voluntarily prepay Revolving Loans in whole or in part without premium or penalty; provided that (A) such notice must be received by the Administrative Agent not later than 12:00 noon, New York time, (I) one Business Day prior to any date of prepayment of Eurodollar Rate Loans, and (II) on the date of prepayment of Base Rate Loans; (B) any prepayment of Eurodollar Rate Loans shall be in a principal amount of not less than $5,000,000 or a whole multiple of $1,000,000 in excess thereof; and (C) any prepayment of Base Rate Loans shall be in a principal amount of $5,000,000 or a whole multiple of $1,000,000 in excess thereof. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Revolving Loans to be prepaid. A Responsible Officer of the Borrower shall provide the Administrative Agent written confirmation of each such telephonic notice by 2:00 p.m. on the same day such telephonic notice is given, but failure to provide such confirmation shall not affect the validity of such telephonic notice. The Administrative Agent will promptly notify each Revolving Lender of its receipt of each such notice, and of such Revolving Lender's Pro Rata Revolving Share of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued and unpaid interest thereon, together with any additional amounts required pursuant to *Section 3.05 (Funding Losses)*. Each such prepayment shall be applied to the Revolving Loans of the Revolving Lenders in accordance with their respective Pro Rata Revolving Shares.

(ii) The Borrower may, upon irrevocable notice to the Administrative Agent and the Foreign Currency Fronting Lender, at any time or from time to time voluntarily prepay Foreign Currency Loans in whole or in part without premium or penalty; provided that (A) such notice must be received by the Administrative Agent and the Foreign Currency Fronting Lender not later than 12:00 noon, New York time, (I) five Business Days prior to any date of prepayment of Eurocurrency Rate Loans denominated in Yen, (II) four Business Days prior to any date of prepayment of Eurocurrency Rate Loans denominated in Euros, (III) three Business Days prior to any date of prepayment of Eurocurrency Rate Loans denominated in Canadian Dollars and (IV) in the case of any other Denomination Currency, a number of Business Days prior to any date of prepayment to be agreed by the Borrower, the Foreign Currency Fronting Lender and the Administrative Agent and (B) any prepayment of Eurocurrency Rate Loans shall be in a principal amount in the applicable Denomination Currency that is not less than the Minimum Currency Borrowing Amount for such Denomination Currency or, if less, the amount outstanding thereunder or such other amount as may be agreed to by the Foreign Currency Fronting Lender, the Administrative Agent and the Borrower. Each such notice shall specify the date and amount of such prepayment and the Denomination Currency of each Foreign Currency Loan to be prepaid. In the case of any prepayment of Foreign Currency Loans, each such notice shall be in writing from a Responsible Officer of the Borrower. The Administrative Agent will promptly notify each Revolving Lender of its receipt of each such notice. If such notice is given by the

Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Eurocurrency Rate Loan shall be accompanied by all accrued and unpaid interest thereon, together with any additional amounts required pursuant to *Section 3.05 (Funding Losses)*.

(b) *Optional Prepayment of the Term Loan*.

(i) In addition to the required payments of principal of the Term Loan set forth in *Section 2.08(d)* and *(e) (Repayment of Loans)* and any mandatory prepayments of principal of the Term Loan effected under *clause (e)* below, the Borrower may, upon irrevocable notice to the Administrative Agent, voluntarily prepay the Term Loan in whole or in part from time to time on any Business Day, without penalty or premium; provided that (i) such notice must be received by the Administrative Agent not later than 12:00 noon, New York time, three Business Days prior to any date of prepayment of such Loans, (ii) any prepayment of Eurodollar Rate Loans shall be in a principal amount of not less than $5,000,000 or a whole multiple of $1,000,000 in excess thereof (or in the entire remaining principal balance of the Term Loan), (iii) any prepayment of Base Rate Loans shall be in a principal amount of not less than $5,000,000 or a whole multiple of $1,000,000 in excess thereof (or in the entire remaining principal balance of the Term Loan), and (iv) any partial prepayment will be applied to reduce ratably the remaining installments of the outstanding principal amount of the Term Loan. Each such notice shall specify the date and amount of such prepayment, and the amount of such prepayment shall be applied *pro rata* to the Term Loan B1 and the Term Loan B2, and thereafter to the Type(s) of Segment of each of the Term Loan B1 and Term Loan B2 in order of the maturity of such Segments. A Responsible Officer of the Borrower shall provide the Administrative Agent written confirmation of each such telephonic notice by 2:00 p.m. on the same day such telephonic notice is given, but failure to provide such confirmation shall not affect the validity of such telephonic notice. The Administrative Agent will promptly notify each applicable Lender of its receipt of each such notice, and such Lender's Pro Rata Term Share of such prepayment (calculated in accordance with the first sentence of this *clause (b)*). If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued and unpaid interest thereon, together with any additional amounts required pursuant to *Section 3.05 (Funding Losses)*. All prepayments of principal under this *Section 2.06(b)* shall be applied to installments of principal of the Term Loan on a pro rata basis.

(ii) Notwithstanding any other provision of this Agreement, the Borrower or its applicable Subsidiary may at any time voluntarily prepay the entire remaining principal balance of any Local Credit Facility (including, without limitation, the Canadian Credit Agreement and the Spanish Credit Agreement) without penalty or premium. No prepayment in whole of any Local Credit Facility pursuant to this *Section 2.06(b)(ii)* shall require any *pro rata* prepayment of the Term Loans (or of any other remaining Local Credit Facility) pursuant to this Agreement.

(c) *Optional Prepayment of Swing Line Loans*. The Borrower may, upon irrevocable notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 2:30 p.m., New York time, on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of $100,000 or a whole multiple of $25,000 in excess thereof. Each such notice shall specify the date and amount of such prepayment. If such

notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(d) *Prepayments If Outstandings Exceed Commitments*.

(i) If for any reason the sum of (i) the Outstanding Amount of all Revolving Loans, Swing Line Loans and L/C Obligations and (ii) the Outstanding Amount of all Foreign Currency Loans at any time exceeds the Aggregate Revolving Credit Commitments then in effect, the Borrower, upon notice thereof from the Administrative Agent, shall prepay, within five Business Days' of such notice, Revolving Loans and/or Swing Line Loans and/or Foreign Currency Loans, and/or Cash Collateralize the L/C Obligations as it shall select, in an aggregate amount equal to such excess.

(ii) If for any reason the Outstanding Amount of all Foreign Currency Loans exceeds the Foreign Currency Sublimit, the Borrower shall, within five Business Days, repay the Foreign Currency Loans to the Foreign Currency Fronting Lender in an aggregate amount equal to such excess.

(e) *Mandatory Prepayments*. In addition to the required payments of principal of the Term Loan set forth in *Section 2.08(c) (Repayment of Loans)* and any optional payments of principal of the Term Loan and the Revolving Loans and Foreign Currency Loans effected under *clauses (a)* and *(b)* above, the Borrower shall make the following required prepayments of the Loans, each such payment to be made to the Administrative Agent for the benefit of the Lenders within the time period specified below.

(i) The Borrower shall prepay the Loans within 100 days after the last day of each fiscal year of the Borrower, in an amount equal to (i) fifty percent (50%) of the amount of Excess Cash Flow for such fiscal year less (ii) the aggregate amount of any optional prepayments made by the Borrower pursuant to *Section 2.06 (Prepayments)* hereof during such fiscal year, the aggregate amount of any optional prepayments of Local Term Loans made by each Local Borrower pursuant to the applicable Local Credit Facility during such fiscal year, the aggregate amount of prepayments made in connection with required reductions of the Aggregate Revolving Credit Commitment during such fiscal year, the aggregate amount of mandatory prepayments of principal of the Term Loan during such fiscal year and the aggregate amount of mandatory prepayments of principal of the Local Term Loans during such fiscal year (or, if earlier than the end of such 100 day period, the date that is ten days after the date on which the Borrower shall have delivered its annual financial statements pursuant to *Section 6.01(a) (Financial Statements)* for such fiscal year), which payment shall be accompanied by a certificate of a Responsible Officer of the Borrower (which may be incorporated within the Compliance Certificate otherwise required to be delivered under *Section 6.02(b) (Certificates; Other Information)*) setting forth in reasonable detail the calculations utilized in computing Excess Cash Flow and the amount of such prepayment; *provided*, *however*, that (i) if the Total Leverage Ratio is less than 3.00 to 1.00 as at the end of the fiscal year of the Borrower ending on December 31, 2005, the Borrower shall not be required to make the foregoing prepayment for such fiscal year and (ii) for each fiscal year of the Borrower ending on or after December 31, 2006, (x) if the Total Leverage Ratio is less than 3.75:1.00 for such fiscal year, then such percentage shall be reduced to twenty five percent (25%) and (y) if the Total Leverage Ratio is less than 3.00:1.00 for such fiscal year, then such percentage shall be reduced zero.

(ii) Subject to the proviso in *Section 7.05(i) (Dispositions)*, the Borrower shall make, or shall cause each applicable Subsidiary to make, a prepayment in an amount equal to one hundred percent (100%) of the Net Proceeds from (x) each Disposition (other than Dispositions permitted under *clauses (a)* through *(g)* and *clause (i)* of *Section 7.05 (Dispositions)*) and (y) each Property Loss Event; *provided*, that the Borrower shall not be required to prepay the Loans with the Net Proceeds from any Disposition permitted under *Section 7.05(h)* unless and to the extent such Net Proceeds exceed the Dollar Equivalent of $30,000,000 in the aggregate; and *provided*, *further*, that the Borrower shall not be required to prepay the Loans with the Net Proceeds from any Disposition disclosed on *Schedule 7.05 (Certain Dispositions)* unless and to the extent such Net Proceeds exceed the Dollar Equivalent of $40,000,000; and *provided*, *further*, that if the Borrower shall have delivered a Reinvestment Notice with respect to such Disposition or Property Loss Event, (I) no prepayment shall be required under this *Section 2.06(e)(ii)* until the applicable Reinvestment Prepayment Date and (II) on the applicable Reinvestment Prepayment Date, the Borrower shall prepay the Loans (or provide Cash Collateral in respect of Letters of Credit) in an amount equal to the Reinvestment Prepayment Amount applicable to such Reinvestment Event, if any, on the Reinvestment Prepayment Date with respect to such Reinvestment Event, which mandatory prepayment shall be applied in accordance with the final paragraph of this *Section 2.06*; and *provided*, *further*, that despite the application of this *Section 2.06(e)(ii)* to any Disposition that is not otherwise permitted under this Agreement, nothing in this *Section 2.06(e)(ii)* shall be deemed to permit any Disposition not expressly permitted under this Agreement or to constitute a waiver or cure of any Default or Event of Default that arises as a result of a Disposition that is not permitted under this Agreement.

(iii) The Borrower shall make, or shall cause each applicable Subsidiary to make, a prepayment with respect to each Debt Issuance by the Borrower or any Subsidiary (other than Debt Issuances of the types described in *clauses (a)*, *(b)*, *(e)*, *(h)*, *(k)* and *(n)* of *Section 7.03 (Indebtedness)*) in an amount equal to one hundred percent (100%) of the Net Proceeds of each such Debt Issuance.

Each prepayment required to be made pursuant to the foregoing *clauses (ii)* and *(iii)* shall be made within ten (10) Business Days of receipt of the applicable Net Proceeds giving rise to such prepayment requirement. The Borrower shall give not less than three (3) Business Days' prior written notice of any such prepayment to the Administrative Agent, which notice shall include a certificate of a

Responsible Officer of the Borrower setting forth in reasonable detail the calculations utilized in computing the applicable Net Proceeds giving rise to such prepayment requirement and the amount of such prepayment. Notwithstanding anything in the preceding sentence to the contrary, if the Borrower shall have delivered a Reinvestment Notice with respect to any Disposition or Property Loss Event, as the case may be, that would otherwise give rise to a mandatory prepayment under *Section 2.06(e)(ii)*, the Borrower shall be required to make a prepayment of the Loans (or provide Cash Collateral in respect of Letters of Credit) in an amount equal to the Reinvestment Prepayment Amount on the applicable Reinvestment Prepayment Date.

In the event that the Borrower elects to deliver a Reinvestment Notice with respect to any Disposition or Property Loss Event that would otherwise give rise to a mandatory prepayment under *Section 2.06(e)(ii)*, the Borrower shall deliver such Reinvestment Notice to the Administrative Agent within twenty (20) Business Days of receipt of the Net Proceeds of such Disposition or Property Loss Event, as the case may be.

Prepayments made under this *Section 2.06(e)* shall be applied:

(a) *first*, other than in respect of any prepayment made with the Net Proceeds of a Reinvestment Event prior to the applicable Reinvestment Prepayment Date (but including the Net Proceeds of a Reinvestment Event on the applicable Reinvestment Prepayment Date), to repay, on a pro rata basis, the outstanding principal balance of the Term Loan and the Local Term Loans, until the Term Loan and such Local Term Loans shall have been repaid in full; provided, that notwithstanding anything to the contrary in this clause (a), in the event that the Canadian Borrower is not required to make a mandatory prepayment of the Canadian Term Loans with all or a portion of such Net Proceeds as a result of the operation of Section 2.14 (Withholding Tax) of the Canadian Credit Agreement, the amount of such Net Proceeds that would otherwise have been applied to the mandatory prepayment of such Canadian Term Loans pursuant to this clause (a) shall instead be applied to repay, on a pro rata basis, the outstanding principal balance of the Term Loan and the Local Term Loans (other than the Canadian Term Loans), until the Term Loan and such other Local Term Loans shall have been repaid in full;

(b) *second*, to repay the outstanding principal balance of the Swing Line Loans, until such Swing Line Loans shall have been repaid in full;

(c) *third*, to repay the outstanding principal balance of the Revolving Loans, Foreign Currency Loans and Local Revolving Loans, until such Loans and Local Revolving Loans shall have been paid in full; and

(d) *then*, to Cash Collateralize any outstanding L/C Obligations in the manner set forth in *Section 8.02(c) (Remedies Upon Event of Default)* until all such L/C Obligations have been fully Cash Collateralized in the manner set forth therein.

2.07 Reduction or Termination of Revolving Credit Commitments.

(a) The Borrower may, upon irrevocable written notice to the Administrative Agent, (i) terminate the Aggregate Revolving Credit Commitments, (ii) permanently reduce the Aggregate Revolving Credit Commitments to an amount not less than the then aggregate Outstanding Amount of all Revolving Loans, Foreign Currency Loans, Swing Line Loans and L/C Obligations or (iii) permanently reduce the Foreign Currency Sublimit to an amount not less than the then aggregate Outstanding Amount of all Foreign Currency Loans; provided that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m., New York time, (x) five Business

Days prior to the reduction of the Foreign Currency Sublimit, which notice shall be in writing, and (y) three Business Days prior to the date of any other termination or reduction, and (ii) any such partial reduction shall be in an aggregate amount equal to the Dollar Equivalent of $5,000,000 or any whole multiple of $1,000,000 in excess thereof. The Administrative Agent shall promptly notify the Revolving Lenders and the Foreign Currency Fronting Lender of any such notice of reduction or termination of the Aggregate Revolving Credit Commitments. Once reduced in accordance with this *Section 2.07*, the Aggregate Revolving Credit Commitments may not be increased or reinstated. Any reduction of the Aggregate Revolving Credit Commitments shall be applied to the Revolving Credit Commitment of each Revolving Lender according to its Pro Rata Revolving Share. All Commitment Fees accrued until the effective date of any termination of the Aggregate Revolving Credit Commitments shall be paid on the effective date of such termination.

(b) The then current Aggregate Revolving Credit Commitments shall be reduced on each date on which a prepayment of Revolving Loans, Foreign Currency Loans or Swing Line Loans is made or required to be made pursuant to *Section 2.06(e)(iii) (Mandatory Prepayments)* (or would be required to be made had the then outstanding Revolving Loans, Foreign Currency Loans and Swing Line Loans equaled the Aggregate Revolving Credit Commitments then in effect), in each case in the amount of such prepayment (or deemed prepayment) (and the Revolving Credit Commitment of each Revolving Lender shall be reduced by its Pro Rata Revolving Share of such amount).

2.08 Repayment of Loans. The Borrower promises to repay:

(a) to the Revolving Lenders on the Revolving Credit Maturity Date the aggregate principal amount of Revolving Loans in Dollars outstanding on such date;

(b) to the Foreign Currency Fronting Lender on the Revolving Credit Maturity Date the aggregate principal amount of Foreign Currency Loans in the applicable Denomination Currencies outstanding on such date;

(c) to the Swing Lender, each Swing Line Loan on the earlier to occur of (i) demand (by telephonic or written notice) by the Administrative Agent and (ii) the Revolving Credit Maturity Date;

(d) the Term Loan B1 on the dates and in the amounts set forth below, subject to adjustments for prepayments made pursuant to *Section 2.06 (Prepayments)*:

Date	Amount
March 31, 2005	$2,125,000
June 30, 2005	$2,375,000
September 30, 2005	$2,375,000
December 31, 2005	$2,375,000
March 31, 2006	$2,375,000
June 30, 2006	$2,375,000
September 30, 2006	$2,375,000

Date	Amount
December 31, 2006	$ 2,375,000
March 31, 2007	$ 2,375,000
June 30, 2007	$ 2,375,000
September 30, 2007	$ 2,375,000
December 31, 2007	$ 2,375,000
March 31, 2008	$ 2,375,000
June 30, 2008	$ 2,375,000
September 30, 2008	$ 2,375,000
December 31, 2008	$ 2,375,000
March 31, 2009	$ 2,375,000
June 30, 2009	$ 2,375,000
September 30, 2009	$ 2,375,000
December 31, 2009	$ 2,375,000
March 31, 2010	$ 2,375,000
June 30, 2010	$ 2,375,000
September 30, 2010	$ 2,375,000
December 31, 2010	$ 2,375,000
March 31, 2011	$223,312,500
June 30, 2011	$223,312,500
September 30, 2011	$223,312,500
January 24, 2012	$223,312,500

provided, *however*, that the Borrower shall repay the entire unpaid principal amount of such Term Loans on the applicable Term Loan Maturity Date;

(e) the Term Loan B2 on the dates and in the amounts set forth below, subject to adjustments for prepayments made pursuant to *Section 2.06 (Prepayments)*:

Date	Amount
September 30, 2005	$950,000
December 31, 2005	$950,000
March 31, 2006	$950,000
June 30, 2006	$950,000

Date	Amount
September 30, 2006	$ 950,000
December 31, 2006	$ 950,000
March 31, 2007	$ 950,000
June 30, 2007	$ 950,000
September 30, 2007	$ 950,000
December 31, 2007	$ 950,000
March 31, 2008	$ 950,000
June 30, 2008	$ 950,000
September 30, 2008	$ 950,000
December 31, 2008	$ 950,000
March 31, 2009	$ 950,000
June 30, 2009	$ 950,000
September 30, 2009	$ 950,000
December 31, 2009	$ 950,000
March 31, 2010	$ 950,000
June 30, 2010	$ 950,000
September 30, 2010	$ 950,000
December 31, 2010	$ 950,000
March 31, 2011	$89,775,000
June 30, 2011	$89,775,000
September 30, 2011	$89,775,000
January 24, 2012	$89,775,000

provided, *however*, that the Borrower shall repay the entire unpaid principal amount of such Term Loans on the applicable Term Loan Maturity Date; and

(f) each other Incremental Term Loan on the dates and in the amounts to be agreed by the Agents and the Borrower prior to the applicable Facilities Increase Date; *provided*, *however*, that the Borrower shall repay the entire unpaid principal amount of each such Incremental Term Loan on the applicable Term Loan Maturity Date.

2.09 Interest.

(a) Subject to the provisions of *clause (b)* below, (i) each Eurodollar Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period *plus* the Applicable Margin; (ii) each Base Rate

Loan shall bear interest on the outstanding principal amount thereof from the applicable Borrowing date at a rate per annum equal to the Base Rate *plus* the Applicable Margin; (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable Borrowing date at a rate per annum equal to the Base Rate *plus* the Applicable Margin and (iv) each Eurocurrency Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurocurrency Rate for such Interest Period applicable to the relevant Denomination Currency *plus* the Applicable Margin.

(b) If any amount payable by the Borrower under any Loan Document is not paid when due (without regard to any applicable grace periods), such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times until paid equal to the Default Rate. Furthermore, after acceleration of the Obligations pursuant to *Section 8.02 (Remedies Upon Event of Default)*, the Borrower shall pay interest on the principal amount of all outstanding Obligations at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Law. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Syndicated Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest on each Syndicated Loan shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) Interest on each Foreign Currency Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto (and at such other times as may be specified herein) to the Foreign Currency Fronting Lender. Interest on each Foreign Currency Loan shall be payable to the Foreign Currency Fronting Lender in the Denomination Currency of the applicable Foreign Currency Loan. Interest on each Foreign Currency Loan shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law. On each Interest Payment Date, the Foreign Currency Fronting Lender shall deliver to the Administrative Agent and the Borrower an interest allocation statement in form and substance satisfactory to the Administrative Agent, and the Borrower shall (in the absence of manifest error) pay the amount specified therein on such Interest Payment Date.

(e) As promptly as is practicable following each date upon which a Foreign Currency Fronting Lender receives a payment of interest under this Agreement on account of Foreign Currency Loans, the Foreign Currency Fronting Lender shall convert into Dollars (such conversion to be made in the manner provided in the definition of "*Dollar Equivalent*") the amount equal to the portion of such payment which constitutes the Applicable Margin thereon (or, with respect to each Revolving Lender which funded the purchase of a participating interest in such Foreign Currency Loan pursuant to *Section 2.15 (Currency Conversion and Contingent Funding Agreement)*, as the case may be, such Revolving Lender's Pro Rata Revolving Share of the full amount of such interest payment). In consideration of the agreement of the Revolving Lenders to purchase participating interests in the Foreign Currency Loans, the Foreign Currency Fronting Lender hereby agrees to pay to the Administrative Agent, for the ratable account of each Revolving Lender, a risk participation fee in the amount equal to the proceeds received by the Foreign Currency Fronting Lender from such conversion (other than any such proceeds payable for the account of a Non-Funding Lender, which proceeds shall be retained by the Foreign Currency Fronting Lender for its own account); *provided*, *however*, that, in the event that the Revolving Lenders have funded the purchase of participating interests in the Credit Extensions of credit on account of which such interest payment was made pursuant to *Section 2.15 (Currency Conversion and Contingent Funding Agreement)*, the Foreign

Currency Fronting Lender shall instead pay to the Administrative Agent, for the account of each Revolving Lender which has so funded such purchase, the amount equal to such Revolving Lender's Pro Rata Revolving Share of the proceeds received by the Foreign Currency Fronting Lender from such conversion. Such amount shall be payable to the Administrative Agent in Dollars on the date upon which the Foreign Currency Fronting Lender receives the proceeds of such conversion.

2.10 Fees. In addition to certain fees described in *clauses (i)* and *(j)* of *Section 2.04 (Letters of Credit)*:

(a) *Commitment Fee*. The Borrower shall pay to the Administrative Agent for the account of each Revolving Lender in accordance with its Pro Rata Revolving Share, a commitment fee (the "***Commitment Fee***") equal to the Applicable Margin times the actual daily amount by which the Aggregate Revolving Credit Commitments exceed the sum of (i) the aggregate Outstanding Amount of Revolving Loans, (ii) the aggregate Outstanding Amount of L/C Obligations and (iii) the aggregate Outstanding Amount of Foreign Currency Loans (regardless of whether the Foreign Currency Fronting Lender has requested the purchase of participating interests by the Revolving Lenders in any such Foreign Currency Loans pursuant to *Section 2.15 (Currency Converstion and Contingent Funding Agreement)*) (such amount to be determined for each Interest Period). For purposes of calculating the Commitment Fee, the Dollar Equivalent of the aggregate principal amount of any Foreign Currency Loan outstanding for any Interest Period shall be determined by multiplying (x) the amount (expressed in the applicable Denomination Currency) of such Foreign Currency Loan Borrowed or Continued for such Interest Period by (y) the actual exchange rate at which the Foreign Currency Fronting Lender could obtain Dollars from the conversion of such Denomination Currency on the date that is two Business Days prior to the Borrowing or Continuation of such Foreign Currency Loan. The Commitment Fee shall accrue at all times from the Closing Date until the Revolving Credit Maturity Date and shall be calculated as of each Quarterly Fee Calculation Date, commencing with the first such date to occur after the Closing Date, and shall be due and payable on the respective Quarterly Fee Payment Date for each such Quarterly Fee Calculation Date, and on the Revolving Credit Maturity Date. The Commitment Fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Margin during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Margin separately for each period during such quarter that such Applicable Margin was in effect. The Commitment Fee shall accrue at all times, including at any time during which one or more of the conditions in *Article IV (Conditions Precedent to Credit Extensions)* is not met.

(b) *Foreign Currency Fronting Fee and Documentary and Processing Charges Payable to Foreign Currency Fronting Lender*. The Borrower shall pay directly to the Foreign Currency Fronting Lender for its own account a fronting fee (the "***Foreign Currency Fronting Fee***") (for each day a Foreign Currency Loan remains outstanding) for each Foreign Currency Loan made, payable in the applicable Denomination Currency, in an amount equal to 1/8 of 1% (0.125%) per annum on the Outstanding Amount of such Foreign Currency Loan during the period during which each such Foreign Currency Loan remains outstanding, due and payable on the respective Quarterly Fee Payment Date for each such Quarterly Fee Calculation Date, and on the Revolving Credit Maturity Date. The Foreign Currency Fronting Fee shall be calculated quarterly in arrears. The Foreign Currency Fronting Fee shall accrue at all times, including any time where one or more of the conditions in *Article IV (Conditions Precedent to Credit Extensions)* is not met. In addition, the Borrower shall pay directly to the Foreign Currency Fronting Lender for its own account additional fees equal to the Foreign Currency Fronting Lender's Cost of Funds for the applicable Denomination Currency, based on prevailing rates in the applicable foreign currency market.

(c) *Other Fees.* (i) The Borrower shall pay to the Arrangers and the Agents for their own respective accounts fees in the amounts and at the times specified in the Agent/Arranger Fee Letter. All such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.11 Computation of Interest and Fees. Interest on Base Rate Loans shall be calculated on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days elapsed. Computation of all other types of interest and all fees shall be calculated on the basis of a year of 360 days and the actual number of days elapsed, which results in a higher yield to the payee thereof than a method based on a year of 365 or 366 days; *provided*, that interest on Foreign Currency Loans may be calculated on such other basis as may be agreed from time to time by the Foreign Currency Fronting Lender and the Borrower to reflect customary practices in the relevant jurisdiction. Interest shall accrue on each Loan for the day on which the Loan is made, and, subject to *Section 2.13(a) (Payments Generally)*, shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, *provided* that any Loan that is repaid on the same day on which it is made shall bear interest for one day.

2.12 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, such Lender's Loans shall be evidenced by a Revolving Loan Note, a Term Loan Note and/or a Swing Line Note, as applicable, in addition to such accounts or records. Each Lender may attach schedules to its Note or Notes and endorse thereon the date, Type (if applicable), amount and maturity of the applicable Loans and payments with respect thereto.

(b) The Credit Extensions made by the Foreign Currency Fronting Lender shall be evidenced by one or more accounts or records maintained by the Foreign Currency Fronting Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Foreign Currency Fronting Lender and by the Administrative Agent shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Foreign Currency Fronting Lender to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by the Foreign Currency Fronting Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Foreign Currency Fronting Lender shall control in the absence of manifest error.

(c) In addition to the accounts and records referred to in *clause (a)* and *(b)* above, each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Foreign Currency Loans, Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent or the Foreign Currency Fronting Lender, in the case of Foreign Currency Loans, and the accounts and records of any Lender in respect of such matters,

the accounts and records of the Administrative Agent or the Foreign Currency Fronting Lender, as applicable, in the absence of manifest error, shall control.

2.13 Payments Generally.

(a) (i) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff.

(ii) Except with respect to payments on account of principal, interest and fees relating to Foreign Currency Loans and as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in Dollars and in Same Day Funds not later than 2:00 p.m., New York time, on the date specified herein. The Administrative Agent will promptly distribute to each such Lender its Pro Rata Revolving Share or its Pro Rata Term Share, as applicable, of such payment in like funds as received by wire transfer to such Lender's Lending Office; and all payments of fees and all other payments in respect of any other Obligation shall be allocated among such of the Lenders and L/C Issuers as are entitled thereto and, for such payments allocated to the Lenders, in proportion to their respective ratable portions.

(iii) Except as otherwise expressly provided herein, all payments by the Borrower hereunder on account of principal, interest and fees relating to Foreign Currency Loans shall be made to the Foreign Currency Fronting Lender at its Lending Office in the applicable Denomination Currency and in Same Day Funds not later than 2:00 p.m., New York time, on the date specified herein. The Foreign Currency Fronting Lender will promptly distribute to each Revolving Lender, to the extent such Revolving Lender has funded its participation interest in such Foreign Currency Loans, in accordance with *Section 2.15 (Currency Conversion and Contingent Funding Agreement)*.

(iv) All payments received by the Administrative Agent after 2:00 p.m., New York time, shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall in each case continue to accrue.

(b) Subject to the definition of "***Interest Period***," if any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(c) Unless the Borrower or any Syndicated Lender has notified the Administrative Agent prior to the date any payment is required to be made by it to the Administrative Agent hereunder, that the Borrower or such Syndicated Lender, as the case may be, will not make such payment, the Administrative Agent may assume that the Borrower or such Syndicated Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make available a corresponding amount to the Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in Same Day Funds, then:

(i) if the Borrower failed to make such payment, each applicable Syndicated Lender shall forthwith on demand repay to the Administrative Agent the portion of such assumed payment that was made available to such Syndicated Lender in Same Day Funds, together with accrued and unpaid interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Syndicated Lender to the date

such amount is repaid to the Administrative Agent in Same Day Funds, at the applicable Federal Funds Rate from time to time in effect; and

(ii) if any Syndicated Lender failed to make such payment, such Syndicated Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in Same Day Funds, together with accrued and unpaid interest thereon for the period from the date such amount was made available by the Administrative Agent to the Borrower to the date such amount is recovered by the Administrative Agent (the "***Compensation Period***") at a rate per annum equal to the applicable Federal Funds Rate from time to time in effect. If such Syndicated Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in the applicable Borrowing. If such Syndicated Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent may make a demand therefor upon the Borrower, and the Borrower shall pay such amount to the Administrative Agent, together with accrued and unpaid interest thereon for the Compensation Period at a rate per annum equal to the rate of interest applicable to the applicable Borrowing. Nothing herein shall be deemed to relieve any Syndicated Lender from its obligation to fulfill its Revolving Credit Commitment or its obligation to fund its Pro Rata Term Share of the Term Loan or to prejudice any rights which the Administrative Agent or the Borrower may have against any Syndicated Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Syndicated Lender or the Borrower with respect to any amount owing under this *Section 2.13(c)* shall be conclusive, absent manifest error.

(d) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this *Article II (The Commitments and Credit Extensions)*, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in *Article IV (Conditions Precedent to Credit Extensions)* are not satisfied or waived in accordance with the terms of this Agreement, the Administrative Agent, except to the extent such funds do not constitute the funding of a risk participation under *Article II (The Commitments and Credit Extensions)*, shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(e) The obligations of the Revolving Lenders hereunder to make Revolving Loans and to fund participations in Letters of Credit, Swing Line Loans and Foreign Currency Loans are several and not joint. The failure of any Revolving Lender to make any Revolving Loan or to fund any risk participations in Letters of Credit, Swing Line Loans and Foreign Currency Loans on any date required hereunder shall not relieve any other Revolving Lender of its corresponding obligation to do so on such date, and no Revolving Lender shall be responsible for the failure of any other Revolving Lender so to make its Revolving Loan or to purchase its risk participations in Letters of Credit, Swing Line Loans and Foreign Currency Loans.

(f) The obligations of the Term Loan Lenders to fund each of their respective Pro Rata Term Shares of the Term Loan Facility are several and not joint. The failure of any Term Loan Lender to fund its Pro Rata Term Share of the Term Loan Facility on the Closing Date shall not relieve any other Term Loan Lender of its corresponding obligation to do so on the Closing Date, and no Term Loan Lender shall be responsible for the failure of any other Term Loan Lender so to fund its Pro Rata Term Share of the Term Loan Facility.

(g) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(h) Except for payments and other amounts received by the Administrative Agent and applied with the provisions of *clause (i)* below (or required to be applied in accordance with *Section 2.06(e) (Mandatory Prepayments)*), all payments and any other amounts received by the Administrative Agent from or for the benefit of the Borrower shall be applied as follows: first, to pay principal of, and accrued and unpaid interest on, any portion of the Loans the Administrative Agent may have advanced pursuant to the express provisions of this Agreement on behalf of any Lender, for which the Administrative Agent has not then been reimbursed by such Lender or the Borrower, second, to pay all other Obligations then due and payable and third, as the Borrower so designates.

(i) The Borrower hereby irrevocably waives the right to direct the application of any and all payments in respect of the Obligations and any proceeds of Collateral after the occurrence and during the continuance of an Event of Default and agrees that such funds shall be applied in accordance with *Section 8.03 (Application of Funds)*.

(j) Each payment by the Borrower in respect of any Loan (including interest and fees in respect thereof (other than the Commitment Fee and the Foreign Currency Commitment Fee) shall be made in the currency in which such Loan was made.

2.14 Sharing of Payments. If, other than as expressly provided elsewhere herein, any Syndicated Lender shall obtain on account of the Revolving Loans or portion of the Term Loan made by it or the risk participations in L/C Obligations, in Swing Line Loans or in Foreign Currency Loans held by it (but not including any amounts applied by the Swing Line Lender to outstanding Swing Line Loans prior to the funding of risk participations therein), any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) in excess of its ratable share (or other share contemplated hereunder) thereof, such Syndicated Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other applicable Syndicated Lenders such participations in the Revolving Loans and/or portion of the Term Loan made by them and/or such subparticipations in the risk participations in L/C Obligations, Foreign Currency Loans or Swing Line Loans held by them, as the case may be, as shall be necessary to cause such purchasing Syndicated Lender to share the excess payment in respect of such Revolving Loans, the Term Loan or such risk participations, as the case may be, pro rata with the Revolving Lenders or Term Loan Lenders, as applicable; *provided*, *however*, that if all or any portion of such excess payment is thereafter recovered from the purchasing Syndicated Lender (including pursuant to any settlement entered into by the Administrative Agent or any Syndicated Lender in its discretion), such purchase shall to that extent be rescinded and each other Syndicated Lender receiving any payment relating to such excess payment shall repay to the purchasing Syndicated Lender the purchase price paid therefor, together with an amount equal to such paying Syndicated Lender's ratable share (according to the proportion of (i) the amount of such paying Syndicated Lender's required repayment to (ii) the total amount so recovered from the purchasing Syndicated Lender) of any interest or other amount paid or payable by the purchasing Syndicated Lender in respect of the total amount so recovered, without further interest thereon. The Borrower agrees that any Syndicated Lender so purchasing a participation from another Syndicated Lender may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of setoff), but subject to *Section 10.09* (*Right of Setoff*), with respect to such participation as fully as if such Syndicated Lender were the direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this *Section 2.14* and will in each case notify the applicable Syndicated Lenders following any such purchases or repayments. Each Syndicated Lender that purchases a participation pursuant to this *Section 2.14* shall from and after the date of such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Syndicated Lender were the original owner of the Obligations purchased.

2.15 Currency Conversion and Contingent Funding Agreement. (a) Each Revolving Lender hereby unconditionally and irrevocably agrees to purchase (in Dollars) an undivided participating interest in its Pro Rata Revolving Share of the Foreign Currency Loans made by the Foreign Currency Fronting Lender as the Administrative Agent or the Foreign Currency Fronting Lender may at any time request; *provided*, *however*, that:

(i) the Foreign Currency Fronting Lender hereby agrees that it will not request any such purchase of participating interests unless a Default or an Event of Default has occurred and is continuing;

(ii) the Foreign Currency Fronting Lender hereby agrees that it promptly will request (through the Administrative Agent) that the Revolving Lenders purchase such participating interest in all Foreign Currency Loans made by the Foreign Currency Fronting Lender after the Foreign Currency Fronting Lender has delivered to the Administrative Agent a written notice that a Default or an Event of Default described in *Section 8.01(a) (Events of Default)* is continuing with respect to the Foreign Currency Loans made by the Foreign Currency Fronting Lender and requesting that such request be made by the Administrative Agent; and

(iii) in the event that any of the events specified in *Section 8.01(f) or (g) (Events of Default)* shall have occurred, each Revolving Lender shall be deemed to have purchased, automatically and without request, such participating interest in the Foreign Currency Loans made to the Borrower.

Any such request by the Foreign Currency Fronting Lender shall be made in writing to each Revolving Lender and shall specify the amount of Dollars (based upon the actual exchange rate at which the Foreign Currency Fronting Lender anticipates being able to obtain the relevant Denomination Currency, with any excess payment being refunded to the Revolving Lenders and any deficiency remaining payable by the Revolving Lenders) required from such Revolving Lender in order to effect the purchase by such Revolving Lender of a participating interest in the amount equal to its Pro Rata Revolving Share of such Foreign Currency Loans multiplied by the aggregate then outstanding principal amount (in the Denomination Currency) of the relevant Foreign Currency Loans (together with accrued interest thereon and other amounts owing in connection therewith) in such Denomination Currency. Promptly upon receipt of such request, each Revolving Lender shall deliver to the Administrative Agent for the account of the Foreign Currency Fronting Lender (in Same Day Funds) the amount so specified by the Foreign Currency Fronting Lender. The Administrative Agent shall promptly deliver such funds in the form received to the Foreign Currency Fronting Lender in Same Day Funds. From and after such purchase, (i) the outstanding Foreign Currency Loans in which the Revolving Lenders have purchased such participations shall be deemed to have been converted into Revolving Loans that are Base Rate Loans denominated in Dollars (with such conversion constituting, for purposes of *Section 3.05 (Funding Losses)*, a prepayment of such Foreign Currency Loans before the last day of the Interest Period with respect thereto), (ii) any further Loans to be made to the Borrower shall be made as Revolving Loans in Dollars pursuant to the terms and conditions of this Agreement, (iii) all amounts from time to time accruing, and all amounts from time to time payable, on account of such Foreign Currency Loans (including, any interest and other amounts which were accrued but unpaid on the date of such purchase) shall be payable in Dollars as if such Foreign Currency Loan had originally been made in Dollars and shall (other than with respect to the portion of the Applicable Margin which, pursuant to *Section 2.09 (Interest)*, is expressly stated to be paid for the account of the Foreign Currency Fronting Lender) be distributed by the Foreign Currency Fronting Lender to the Administrative Agent, for the accounts of the Revolving Lenders, on account of such participating interests. Notwithstanding anything to the contrary contained in this *Section 2.15*, the failure of any Revolving Lender to purchase its participating interest in any Foreign Currency Loan shall not relieve any other Revolving Lender of its obligation hereunder to

purchase its participating interest in a timely manner, but no Revolving Lender shall be responsible for the failure of any other Revolving Lender to purchase the participating interest to be purchased by such other Revolving Lender on any date.

(b) If any amount required to be paid by any Revolving Lender pursuant to *Section 2.15(a)* above is not paid to the Administrative Agent within three Business Days following the date upon which such Revolving Lender receives notice from the Administrative Agent that the Foreign Currency Loan in which such Revolving Lender has purchased a participating interest has been made such Revolving Lender shall pay to the Administrative Agent on demand an amount equal to the product of such amount, times the daily average Federal Funds Rate, as quoted by the Administrative Agent, during the period from and including the date such payment is required to the date on which such payment is immediately available to the Administrative Agent, times a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any Revolving Lender pursuant to *Section 2.15(a)* is not in fact made available to the Administrative Agent within three Business Days following the date upon which such Revolving Lender receives notice from the Administrative Agent that the Foreign Currency Loan in which such Revolving Lender has purchased a participating interest has been made or created (as the case may be), the Administrative Agent shall be entitled to recover from such Revolving Lender, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to Revolving Credit Loans that are Base Rate Loans hereunder. A certificate of the Administrative Agent submitted to any Revolving Lender with respect to any amounts owing under this *Section 2.15(b)* shall be conclusive in the absence of manifest error. Amounts payable by any Revolving Lender pursuant to this *Section 2.15(b)* shall be paid to the Administrative Agent, for the account of the Foreign Currency Fronting Lender; *provided*, *however*, that, if the Administrative Agent (in its sole discretion) has elected to fund on behalf of such Revolving Lender the amounts owing to the Foreign Currency Fronting Lender, then the amounts shall be paid to the Administrative Agent, for its own account.

(c) Whenever, at any time after the Foreign Currency Fronting Lender has received from any Revolving Lender such Revolving Lender's participating interest in a Foreign Currency Loan pursuant to *clause (a)* above, the Foreign Currency Fronting Lender receives any payment on account thereof, the Foreign Currency Fronting Lender will distribute to the Administrative Agent, for the account of such Revolving Lender, such Revolving Lender's participating interest in such amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Lender's participating interest was outstanding) in like funds as received; *provided*, *however*, that in the event that such payment received by the Foreign Currency Fronting Lender is required to be returned, such Revolving Lender will return to the Foreign Currency Fronting Lender any portion thereof previously distributed by the Foreign Currency Fronting Lender to such Revolving Lender in like funds as such payment is required to be returned by the Foreign Currency Fronting Lender.

(d) Each Revolving Lender's obligation to purchase participating interests pursuant to *clause (a)* above shall be absolute and unconditional and shall not be affected by any circumstance, including (a) any set-off, counterclaim, recoupment, defense or other right which such Revolving Lender may have against the Foreign Currency Fronting Lender, the Borrower or any other Person for any reason whatsoever; (b) the occurrence or continuance of a Default or an Event of Default; (c) any material adverse change in the business, assets, operations, properties, condition (financial or otherwise), liabilities (contingent or otherwise) or prospects of the Borrower and its Subsidiaries any other Person; (d) any breach of this Agreement by any Loan Party or any other Lender; or (e) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing; *provided*, *however*, that no Revolving Lender shall be obligated to purchase participating interests in any Foreign Currency Loans made by the Foreign Currency Fronting Lender to the extent that such Foreign Currency Loans

(at the time when made) caused the amount of Foreign Currency Loans outstanding from the Foreign Currency Fronting Lender to be in excess of the Foreign Currency Sublimit then in effect.

2.16 Designation of Additional Denomination Currencies. (a) The Borrower may from time to time request that any Alternative Currency be designated as a "*Denomination Currency*" hereunder by providing written notice to the Administrative Agent and the Foreign Currency Fronting Lender specifying the requested currency and the proposed effective date of such designation (which shall be at least 15 Business Days after the date of notice); *provided*, *however*, that in no event shall the Foreign Currency Sublimit be increased without the consent of the Foreign Currency Fronting Lender and the Required Revolving Lenders. The Administrative Agent shall promptly forward to each Revolving Lender a copy of any such notice. Within 10 Business Days following the receipt of such notice, each Revolving Lender shall notify the Administrative Agent and the Foreign Currency Fronting Lender in writing whether such designation is acceptable to such Revolving Lender (in its sole discretion) and the Administrative Agent promptly shall notify the Borrower thereof.

(b) In the event that such designation is acceptable to the Required Revolving Lenders, the Borrower shall deliver to the Administrative Agent and the Foreign Currency Fronting Lender such documents, instruments and agreements as the Administrative Agent or the Foreign Currency Fronting Lender reasonably may request in connection with the designation of such Alternative Currency as a Denomination Currency.

(c) From and after the date upon which the Administrative Agent has received the documents (all of which shall be in form and substance reasonably satisfactory to the Administrative Agent) described in *Section 2.16(b)* above, this Agreement shall be deemed to be amended to reflect the designation of such Alternative Currency as a Denomination Currency.

(d) The Administrative Agent shall give prompt notice to the Revolving Lenders of the effectiveness of any such designation of an additional Denomination Currency.

2.17 Resignation or Removal of the Foreign Currency Fronting Lender. (a) In the event that the Foreign Currency Fronting Lender shall so elect, the Foreign Currency Fronting Lender may resign as Foreign Currency Fronting Lender upon 30 days' written notice to the Borrower and the Agents. Any Foreign Currency Loans made by the Foreign Currency Fronting Lender which are outstanding on such termination date shall be due and payable on such termination date.

(b) In the event that the Foreign Currency Fronting Lender shall cease to serve as such pursuant to *Section 2.17(a)*, the Borrower may designate another Revolving Lender reasonably acceptable to the Administrative Agent to serve as "*Foreign Currency Fronting Lender*" with respect to Foreign Currency Loans; *provided*, *however*, that no Revolving Lender shall be so designated without its agreement (in its sole discretion) to serve as the "*Foreign Currency Fronting Lender*" with respect to Foreign Currency Loans hereunder. Upon any such designation and the acceptance thereof by the applicable Revolving Lender (with such acceptance to be evidenced by an agreement with, and in form and substance satisfactory to, the Agents and the Borrower and pursuant to which such Revolving Lender agrees to be bound by the terms hereof applicable to the Foreign Currency Fronting Lender), such Revolving Lender shall be deemed to be the "*Foreign Currency Fronting Lender*" with respect to all Denomination Currencies for all purposes under this Agreement and the other Loan Documents.

(c) During any period when no substitute Foreign Currency Fronting Lender has been duly appointed in accordance with the terms of *Section 2.17(b)*, the right of the Borrower to borrow in any Denomination Currency shall be suspended.

ARTICLE III

TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Any and all payments by the Borrower to or for the account of the Administrative Agent, the Syndication Agent, the Foreign Currency Fronting Lender or any Syndicated Lender under any Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and all liabilities with respect thereto, excluding, in the case of the Administrative Agent, the Syndication Agent, the Foreign Currency Fronting Lender, and each Syndicated Lender, taxes imposed on or measured by its net income, and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which the Administrative Agent or such Lender, as the case may be, is organized or maintains a lending office (all such non-excluded taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and liabilities being hereinafter referred to as "***Taxes***"). If the Borrower shall be required by any Laws to deduct any Taxes from or in respect of any sum payable under any Loan Document to the Administrative Agent, the Syndication Agent, the Foreign Currency Fronting Lender or any Syndicated Lender, (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this *Section 3.01*), the Administrative Agent, the Foreign Currency Fronting Lender, or such Syndicated Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions, (iii) the Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable Laws, and (iv) within 30 days after the date of such payment, the Borrower shall furnish to the Administrative Agent (which shall forward the same to the Foreign Currency Fronting Lender or such Syndicated Lender, as the case may be) the original or a certified copy of a receipt evidencing payment thereof.

(b) In addition, the Borrower agrees to pay any and all present or future stamp, court or documentary taxes and any other excise or property taxes or charges or similar levies which arise from any payment made under any Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document (hereinafter referred to as "***Other Taxes***").

(c) If the Borrower shall be required to deduct or pay any Taxes or Other Taxes from or in respect of any sum payable under any Loan Document to the Administrative Agent, the Foreign Currency Fronting Lender, or any Syndicated Lender, the Borrower shall also pay to the Administrative Agent (for the account of the Foreign Currency Fronting Lender or such Syndicated Lender, as the case may be), at the time interest is paid, such additional amount that such Lender specifies is necessary to preserve the after-tax yield (after factoring in all taxes, including taxes imposed on or measured by net income) the Foreign Currency Fronting Lender or such Syndicated Lender would have received if such Taxes or Other Taxes had not been imposed.

(d) The Borrower agrees to indemnify the Administrative Agent, the Syndication Agent, the Foreign Currency Fronting Lender and each Syndicated Lender for (i) the full amount of Taxes and Other Taxes (including any Taxes or Other Taxes imposed or asserted by any jurisdiction on amounts payable under this *Section*) paid by the Administrative Agent, the Foreign Currency Fronting Lender or such Syndicated Lender, (ii) amounts payable under *Section 3.01(c) (Taxes)* and (iii) any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, in each

case whether or not such Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Payment under this *clause (d)* shall be made within 30 days after the date the Foreign Currency Fronting Lender, the applicable Syndicated Lender or the Administrative Agent makes a demand therefor together with appropriate supporting documentation.

3.02 Illegality.

(a) If any Syndicated Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Syndicated Lender or its applicable Lending Office to make, maintain or fund Eurodollar Rate Loans as it would otherwise be obligated hereunder to make, maintain or fund, or materially restricts the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the applicable Eurodollar interbank market, or to determine or charge interest rates based upon the Eurodollar Rate, then, on notice thereof by such Syndicated Lender to the Borrower through the Administrative Agent, any obligation existing hereunder of such Syndicated Lender to make or Continue Eurodollar Rate Loans or to Convert Base Rate Loans to Eurodollar Rate Loans shall be suspended until such Syndicated Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Syndicated Lender (with a copy to the Administrative Agent), prepay or, if applicable, Convert all Eurodollar Rate Loans of such Syndicated Lender to Base Rate Loans, either on the last day of the Interest Period thereof, if such Syndicated Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or immediately, if such Syndicated Lender may not lawfully continue to maintain such Eurodollar Rate Loans. Upon any such prepayment or Conversion, the Borrower shall also pay accrued and unpaid interest on the amount so prepaid or Converted. Each Syndicated Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Syndicated Lender, otherwise be materially disadvantageous to such Lender.

(b) If the Foreign Currency Fronting Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Foreign Currency Fronting Lender or its applicable Lending Office to make, maintain or fund Eurocurrency Rate Loans as it would otherwise be obligated hereunder to make, maintain or fund, or materially restricts the authority of the Foreign Currency Fronting Lender to purchase or sell, or to take deposits of, Dollars in the applicable Eurodollar interbank market, or to determine or charge interest rates based upon the Eurocurrency Rate, then, on notice thereof by the Foreign Currency Fronting Lender to the Borrower (with a copy to the Administrative Agent), any obligation existing hereunder of the Foreign Currency Fronting Lender to make or Continue Eurocurrency Rate Loans shall be suspended until the Foreign Currency Fronting Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from the Foreign Currency Fronting Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurocurrency Rate Loans of the Foreign Currency Fronting Lender to Revolving Loans that are denominated in Dollars and bearing interest at the Base Rate either on the last day of the Interest Period thereof, if the Foreign Currency Fronting Lender may lawfully continue to maintain such Eurocurrency Rate Loans to such day, or immediately, if the Foreign Currency Fronting Lender may not lawfully continue to maintain such Eurocurrency Rate Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued and unpaid interest on the amount so prepaid or converted. The Foreign Currency Fronting Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of the Foreign Currency Fronting Lender, otherwise be materially disadvantageous to it.

(c) Notwithstanding any other provision of this Agreement, if any Revolving Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for such Revolving Lender to purchase a participating interest in any Foreign Currency Loan, such Revolving Lender shall use commercially reasonable efforts (including commercially reasonable efforts to change the office in which it is booking such participating interest) to avoid such prohibition, *provided*, that such commercially reasonable efforts will not, in the good faith judgment of such Revolving Lender, otherwise be materially disadvantageous to it or contrary to its policies. In the event that such efforts are not sufficient to avoid such prohibition, (i) such Revolving Lender shall be deemed to be a Non-Funding Lender with respect to such participating interest and the Foreign Currency Loan to which it relates (except that such Revolving Lender shall not forfeit its voting rights under this Agreement solely as a result of becoming a Non-Funding Lender pursuant to the provisions of this *clause (c)*), (ii) such Revolving Lender shall promptly notify the Administrative Agent, the Foreign Currency Fronting Lender and the Borrower and of such prohibition and (iii) the agreements of the Foreign Currency Fronting Lender to make further Foreign Currency Loans hereunder shall be suspended forthwith.

3.03 Inability to Determine Rates.

(a) If the Administrative Agent or the Required Lenders determine in connection with any request for a Eurodollar Rate Loan or a Conversion to or Continuation of a Eurodollar Rate Loan that (a) deposits in Dollars are not being offered to banks in the London interbank market for the applicable amount and Interest Period of such Eurodollar Rate Loan, (b) adequate and reasonable means do not exist for determining the Eurodollar Base Rate for such Eurodollar Rate Loan, or (c) the Eurodollar Base Rate for such Eurodollar Rate Loan does not adequately and fairly reflect the cost to the Lenders of funding such Eurodollar Rate Loan, the Administrative Agent (following notice from the Required Lenders if they make such determination) will promptly notify the Borrower and all Lenders thereof. Thereafter, the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended until the Administrative Agent revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, Conversion to or Continuation of Eurodollar Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

(b) If the Foreign Currency Fronting Lender determines in connection with any request for a Eurocurrency Rate Loan, or a Continuation of a Eurocurrency Rate Loan, that (a) deposits in the applicable Denomination Currency are not being offered to banks in the London interbank market for the applicable amount and Interest Period of such Eurocurrency Rate Loan, (b) adequate and reasonable means do not exist for determining the Eurocurrency Base Rate for such Eurocurrency Rate Loan, or (c) the Eurocurrency Base Rate for such Eurocurrency Rate Loan does not adequately and fairly reflect the cost to the Foreign Currency Fronting Lender of funding such Eurocurrency Rate Loan, the Foreign Currency Fronting Lender will promptly notify the Borrower, the Administrative Agent and all Revolving Lenders thereof. Thereafter, the obligation of the Foreign Currency Fronting Lender to make or maintain Eurocurrency Rate Loans shall be suspended until the Foreign Currency Fronting Lender revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing or Continuation of Eurocurrency Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Revolving Loans denominated in Dollars in an amount equal to the Dollar Equivalent of the amount specified therein.

3.04 Increased Cost and Reduced Return; Capital Adequacy; Reserves on Eurodollar Rate Loans.

(a) If any Lender determines that as a result of the introduction of or any change in or in the interpretation of any Law, or such Lender's compliance therewith, there shall be any increase in the cost to such Lender of agreeing to make or making, funding, maintaining or purchasing participations in Eurodollar Rate Loans or Foreign Currency Loans or issuing or participating in Letters of Credit, or a reduction in the amount received or receivable by such Lender in connection with any of the foregoing (excluding for purposes of this *clause (a)* any such increased costs or reduction in amount resulting from (i) Taxes or Other Taxes (as to which *Section 3.01 (Taxes)* shall govern), (ii) changes in the basis of taxation of overall net income or overall gross income by the United States or any foreign jurisdiction or any political subdivision of either thereof under the Laws of which such Lender is organized or has its Lending Office, and (iii) reserve requirements utilized, as to Eurodollar Rate Loans, in the determination of the Eurodollar Rate and Eurocurrency Rate Loans, in the determination of the Eurocurrency Rate), then from time to time upon demand of such Lender together with appropriate supporting documentation (with a copy of such demand and documentation to the Administrative Agent), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction.

(b) If any Lender determines that the introduction of any Law regarding capital adequacy or any change therein or in the interpretation thereof, or compliance by such Lender (or its Lending Office) therewith, has the effect of reducing the rate of return on the capital of such Lender or any Person controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies with respect to capital adequacy and such Lender's desired return on capital), then from time to time upon demand of such Lender together with appropriate supporting documentation (with a copy of such demand and documentation to the Administrative Agent), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such reduction.

3.05 Funding Losses. Upon demand of any Lender together with appropriate supporting documentation (with a copy of such demand and documentation to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it, if any, as a result of:

(a) any Continuation, Conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); or

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, Continue or Convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this *Section 3.05 (Funding Losses)*, each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Interbank Offered Rate used in determining the Eurodollar Rate for such Loan by a matching

deposit or other borrowing in the applicable Eurodollar interbank market for Dollars for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

3.06 Matters Applicable to all Requests for Compensation. A certificate of the Administrative Agent, the Foreign Currency Fronting Lender or any Lender claiming compensation under this *Article III (Taxes, Yield Protection and Illegality)* and setting forth in reasonable detail the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, the Administrative Agent or such Lender may use any reasonable averaging and attribution methods.

3.07 Substitution of Lenders. (a) In the event that

(i) (A) (I) the Borrower is required to make any payment pursuant to *Section 3.01* (*Taxes*) that is attributable to a particular Syndicated Lender, (II) it becomes illegal for any Syndicated Lender to continue to fund or make any Eurodollar Rate Loan and such Syndicated Lender notifies the Borrower pursuant to *Section 3.02 (Illegality)*, (III) any Lender makes a claim under *Section 3.04 (Increased Costs and Reduced Return; Capital Adequacy; Reserves on Eurodollar Rate Loans)* or (IV) any Syndicated Lender becomes a Defaulting Lender,

(B) in the case of *clause (i)(A)(III)* above, as a consequence of increased costs in respect of which such claim is made, the effective rate of interest payable to such Syndicated Lender under this Agreement with respect to its Loans materially exceeds the effective average annual rate of interest payable to the Required Lenders under this Agreement, and

(C) in the case of *clause (i)(A)(I), (II)* and *(III)* above, Syndicated Lenders holding at least 75% of the Aggregate Revolving Credit Commitments and Syndicated Lenders holding at least 75% of the Term Loan Commitments are not subject to such increased costs or illegality, payment or proceedings (any such Lender (other than the Foreign Currency Fronting Lender), a "***Cost Affected Lender***"), or

(ii) any Syndicated Lender determines that as a result of any Gaming Law or the requirements of any Gaming Authority, or any Agent's or Syndicated Lender's compliance with such Laws or requirements, there shall be any increase in the cost to such Syndicated Lender of agreeing to make or making, funding or maintaining any Loans or (as the case may be) issuing or participating in Letters of Credit, including any costs of compliance with any licensing requirements pursuant to any regulations of any Gaming Authorities or other Gaming Laws and any costs incurred as a result of responding to inquiries or information requests from any Gaming Authority and such Syndicated Lender has requested reimbursement for such increased costs from the Borrower (any such Syndicated Lender, together with the Cost Affected Lenders, collectively, the "***Affected Lenders***"),

the Borrower may substitute any Syndicated Lender and, if reasonably acceptable to the Administrative Agent, any other Eligible Assignee (a "***Substitute Institution***") for such Affected Lender hereunder, after delivery of a written notice (a "***Substitution Notice***") within a reasonable time (in any case not to exceed 90 days) following the occurrence of any of the events described in *clause (i)(A)(I), (II), (III)* or *(IV)* above by the Borrower to the Administrative Agent and the Affected Lender that the Borrower intends to make such substitution; *provided, however*, that, in the case of any Cost Affected Lender, if more than one such Lender claims increased costs, illegality or right to payment arising from the same act or condition and such claims are received by the Borrower within 30 days of each other, then the Borrower may substitute all, but not (except to the extent the Borrower has already substituted one of such Cost Affected Lenders before the Borrower's receipt of the other Cost Affected Lenders' claim) less than all, such Lenders making such claims.

(b) If the Substitution Notice was properly issued under this *Section 3.07*, the Affected Lender shall sell, and the Substitute Institution shall purchase, all rights and claims of such Affected Lender under the Loan Documents and the Substitute Institution shall assume, and the Affected Lender shall be relieved of, the Affected Lender's Revolving Credit Commitments and all other prior unperformed obligations of the Affected Lender under the Loan Documents (other than in respect of any damages (other than exemplary or punitive damages, to the extent permitted by applicable Law) in respect of any such unperformed obligations). Such purchase and sale (and the corresponding assignment of all rights and claims under this Agreement) shall be effective on (and not earlier than) the later of (i) the receipt by the Affected Lender of its Pro Rata Revolving Share of the Outstanding Amount under the Revolving Credit Facility and its Pro Rata Term Share of the Term Loan, together with any other Obligations owing to it, (ii) the receipt by the Administrative Agent of an agreement in form and substance reasonably satisfactory to it and the Borrower whereby the Substitute Institution shall agree to be bound by the terms of this Agreement and (iii) the payment in full to the Affected Lender in cash of all fees, unreimbursed costs and expenses and indemnities accrued and unpaid through such effective date. Upon the effectiveness of such sale, purchase and assumption, the Substitute Institution shall become a "***Lender***" hereunder for all purposes of this Agreement having a Commitment, in the amount of such Affected Lender's Commitment assumed by it and such Commitment of the Affected Lender shall be terminated; *provided, however*, that all indemnities under the Loan Documents shall continue in favor of such Affected Lender in accordance with the terms of this Agreement.

(c) Each Syndicated Lender agrees that, if it becomes an Affected Lender and its rights and claims are assigned hereunder to a Substitute Institution pursuant to this *Section 3.07*, it shall execute and deliver to the Administrative Agent an Assignment and Acceptance to evidence such assignment, together with any Note (if such Loans are evidenced by a Note) evidencing the Loans subject to such Assignment and Acceptance; *provided, however*, that the failure of any Affected Lender to execute an Assignment and Acceptance shall not render such assignment invalid.

3.08 Survival. All of the Borrower's obligations under this *Article III (Taxes, Yield Protection and Illegality)* shall survive the termination of the Commitments and repayment in full of all Obligations.

ARTICLE IV

CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions Precedent to Initial Credit Extensions. The obligation of each Lender on the Closing Date to make any Loan and of each L/C Issuer on the Closing Date to issue or maintain any Letter of Credit is subject to the satisfaction of each of the following conditions precedent:

(a) *Certain Documents*. Unless either (x) waived by (A) the Agents with respect to immaterial matters or (B) all of the Lenders in all other cases, or (y) deferred to a reasonable date after the Closing Date at the reasonable discretion of the Agents pursuant to a post-closing agreement entered into on or prior to the Closing Date, in form and substance reasonably satisfactory to the Agents and the Borrower, between the Borrower and the Agents, a copy of which will be furnished to each of the Lenders, the Administrative Agent shall have received on or prior to the Closing Date each of the following, each dated the Closing Date unless otherwise indicated or agreed to by the Agents, in form and substance reasonably satisfactory to the Agents:

(i) this Agreement, duly executed and delivered by the Borrower and, for the account of each Lender requesting the same, a Note or Notes of the Borrower conforming to the requirements set forth herein;

(ii) the Guaranty, duly executed by each Guarantor;

(iii) the Pledge and Security Agreement, duly executed by the Borrower and each Guarantor, together with each of the following:

(A) evidence satisfactory to the Agents that, upon the filing and recording of instruments delivered at the Closing Date, the Administrative Agent (for the benefit of the Secured Parties) shall have a valid and perfected first priority security interest in the Collateral (subject to only those Permitted Liens having priority over the Liens granted to the Administrative Agent), including (x) such documents duly executed by each Loan Party as the Agents may request with respect to the perfection of the Administrative Agent's security interests in the Collateral pursuant to the terms of the Collateral Documents (including financing statements under the UCC, patent, trademark and copyright security agreements suitable for filing with the U.S. Patent and Trademark Office or the U.S. Copyright Office, as the case may be, and other applicable documents under the laws of any jurisdiction with respect to the perfection of Liens created by the Pledge and Security Agreement) and (y) copies of UCC search reports as of a recent date listing all effective financing statements that name any Loan Party as debtor, together with copies of such financing statements, none of which shall cover the Collateral except for those that shall be terminated on the Closing Date or evidence Permitted Liens;

(B) share certificates representing all of the certificated Pledged Stock being pledged pursuant to the Pledge and Security Agreement and stock powers or other appropriate instruments of transfer for the certificates evidencing such Pledged Stock executed in blank;

(C) all instruments representing Pledged Notes being pledged pursuant to the Pledge and Security Agreement duly endorsed in favor of the Administrative Agent or executed in blank;

(D) Deposit Account Control Agreements from all Deposit Account Banks to the extent required by *Section 6.18 (Control Accounts; Approved Deposit Accounts)*; and

(E) Securities Account Control Agreements from (1) all securities intermediaries with respect to all Securities Accounts and Securities Entitlements of the Borrower and such each Guarantor and (2) all futures commission agents and clearing houses with respect to all commodities contracts and commodities accounts held by the Borrower and each Guarantor;

(iv) subject to *Section 6.15 (Collateral Access Agreements and Bailee's Letters)*, the Collateral Access Agreements and Bailee's Letters as set forth on *Schedule 6.15 (Collateral Access Agreements and Bailee's Letters)*;

(v) a favorable opinion of (A) Kane Kessler, P.C., counsel to the Loan Parties, in substantially the form of *Exhibit I* (*Form of Opinion of Counsel for the Loan Parties*) and (B) counsel to the Loan Parties in Delaware, Indiana and Pennsylvania, each in form and substance satisfactory to the Agents, and in the case of all legal opinions delivered pursuant to this

Agreement, addressed to the Agents and the Lenders and addressing such other matters as any Lender through the Administrative Agent may reasonably request;

(vi) a copy of each Closing Related Document certified as being complete and correct by a Responsible Officer of the Borrower;

(vii) a copy of the articles or certificate of incorporation (or equivalent Constituent Document) of each Loan Party, certified as of a recent date by the Secretary of State of the state of organization of such Loan Party, together with certificates of such official attesting to the good standing of each such Loan Party in such State;

(viii) a certificate of the Secretary or an Assistant Secretary of each Loan Party certifying (A) the names and true signatures of each officer of such Loan Party that has been authorized to execute and deliver any Loan Document or any other document required hereunder to be executed and delivered by or on behalf of such Loan Party, (B) the by-laws (or equivalent Constituent Document) of such Loan Party as in effect on the date of such certification, (C) the resolutions of such Loan Party's Board of Directors (or equivalent governing body) approving and authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party and (D) that there have been no changes in the certificate of incorporation (or equivalent Constituent Document) of such Loan Party from the certificate of incorporation (or equivalent Constituent Document) delivered pursuant to *clause (vii)* above;

(ix) a certificate of a Responsible Officer of the Borrower, stating that the Borrower is Solvent after giving effect to the initial Loans and Letters of Credit, the application of the proceeds thereof in accordance with *Section 6.12 (Use of Proceeds*) and the payment of all estimated Attorney Costs, and accounting and other fees related hereto and to the other Loan Documents and the transactions contemplated hereby and thereby;

(x) a certificate of a Responsible Officer of the Borrower to the effect that (A) the conditions set forth in *Section 4.02(b) (Conditions to Each Credit Extension)* have been satisfied and (B) no litigation or administrative proceeding, or development in any litigation or administrative proceeding shall have been commenced against any Loan Party that has had or could reasonably be expected to result in a Material Adverse Effect or have a material adverse effect on the ability of the parties to consummate the AHI Acquisition, the funding of the initial Credit Extensions under this Agreement or any of the other Closing Transactions;

(xi) a certificate of a Responsible Officer of the Borrower specifying all information necessary for the Administrative Agent and the Lenders to issue wire transfer instructions on behalf of each of the Loan Parties for the initial and subsequent Loans and/or advances to be made under this Agreement, including disbursement authorizations, in form reasonably acceptable to the Agents;

(xii) evidence reasonably satisfactory to the Agents that the Insurance Coverage required by *Section 6.07 (Maintenance of Insurance*) or by any Collateral Document is in full force and effect, together with endorsements naming the Administrative Agent, on behalf of the Secured Parties, as an additional insured or loss payee, as the case may be, under all Insurance Coverage to be maintained with respect to the properties of the Borrower and the Guarantors; and

(xiii) such other certificates, documents, agreements and information (including information with respect to Environmental Liabilities) respecting any Loan Party as any Lender through the Administrative Agent may reasonably request.

(b) *Fee and Expenses Paid*. There shall have been paid to the Administrative Agent, for the account of the Agents, the Arrangers and the Lenders, as applicable, all fees and expenses (including Attorney Costs) due and payable on or before the Closing Date (including all such fees described in the Agent/Arranger Fee Letter); provided, that any such fees payable on the Closing Date pursuant to the Agent/Arranger Fee Letter shall be paid by the Borrower as provided therein.

(c) *Consummation of Closing Transactions; Etc*.

(i) the Agents shall have received a certificate from a Responsible Officer of the Borrower, for the benefit of the Agents, the Lenders and the L/C Issuers, certifying that the Closing Transactions (other than the initial Credit Extensions) have been consummated or shall be consummated simultaneously or immediately following the making of the initial Credit Extensions under this Agreement, in accordance with this Agreement, the AHI Acquisition Documents, the Sponsor Equity Documents, and all other related documentation (without any waiver, amendment or modification of any material provision thereof (other than non-material waivers, amendments or modifications that do not materially adversely affect the interests of the Arrangers, the Administrative Agent or the Lenders), except with the prior written consent of the Arrangers (not to be unreasonably withheld));

(ii) the Administrative Agent shall have received (A) certificates representing all of the Stock of AHI acquired on the Closing Date (which shall be at least 90% of the Stock of AHI), together with stock powers or other appropriate instruments of transfer for such certificates executed in blank and such Stock shall be pledged pursuant to the Pledge and Security Agreement and (B) in the event that the Borrower has acquired greater than 90% but less than 100% of the Stock of AHI on the Closing Date, (I) evidence that Borrower shall have executed a certificate of merger in form and substance appropriate to consummate a "*short-form*" merger transaction under the laws of the State of Delaware and otherwise reasonably satisfactory to the Agents and (II) certificates representing all of the Stock of a wholly-owned Subsidiary of the Borrower, newly formed to consummate the AHI Acquisition, together with stock powers or other appropriate instruments of transfer for such certificates executed in blank and such Stock shall be pledged pursuant to the Pledge and Security Agreement;

(iii) the Agents shall be satisfied with (A) any material amendments to the AHI Securities Purchase Agreement and the schedules thereto, (B) any material change to the structure of the AHI Acquisition or any of the other Closing Transactions (other than the initial Credit Extensions) from that previously described to the Arrangers and (C) each Closing Related Document; and

(iv) the Agents shall have received satisfactory evidence that AHI shall have received not less than $350,000,000 in aggregate gross cash proceeds raised by the Borrower from the issuance of Equity Securities pursuant to the Sponsor Equity Financing.

(d) *Refinanced Indebtedness*.

(i) the Agents shall have received reasonably satisfactory evidence that all loans and other obligations under the Existing Jarden Credit Agreement shall have been repaid in full, (A) the Existing Jarden Credit Agreement and all Loan Documents (as defined therein) shall have been terminated on terms satisfactory to the Arrangers, including the release of all Liens granted to the Existing Jarden Agent pursuant thereto and (B) the Administrative Agent shall have received a payoff letter duly executed and delivered by the Borrower and the Existing Jarden Agent or other evidence of such termination in each case in form and substance reasonably satisfactory to the Agents;

(ii) the Agents shall have received satisfactory evidence that all loans and other obligations under the Existing AHI Credit Agreement shall have been repaid in full, (A) the Existing AHI Credit Agreement and all Loan Documents (as defined therein) shall have been terminated on terms reasonably satisfactory to the Agents, including the release of all Liens granted to the Existing AHI Agent and (B) the Administrative Agent shall have received a payoff letter duly executed and delivered by AHI and the Existing AHI Agent or other evidence of such termination in each case in form and substance reasonably satisfactory to the Agents; and

(iii) the Agents shall have received satisfactory evidence that all loans outstanding under, and all other amounts due in respect of, the Refinanced Indebtedness (other than the Refinanced Indebtedness described in the foregoing *clauses (i)* and *(ii)*) specified on *Schedule 4.01(d) (Refinanced Indebtedness)* shall have been repaid in full (or satisfactory arrangements made for such repayment) and the commitments thereunder shall have been permanently terminated.

(e) *Financial Statements of the Borrower*. The Lenders shall have received (i) to the extent publicly unavailable prior to the date hereof, audited consolidated and unaudited consolidating (other than with respect to statements of Stockholders' Equity) balance sheets and related statements of income, Stockholders' Equity and cash flows of the Borrower and its Subsidiaries (prior to giving effect to the AHI Acquisition) for the three fiscal years ended on or before December 31, 2003, in each case, prepared in accordance with, or reconciled to, GAAP and (ii) to the extent completed and available, unaudited consolidated and consolidating (other than with respect to statements of Stockholders' Equity) balance sheets and related statements of income, Stockholders' Equity and cash flows of the Borrower and its Subsidiaries (prior to giving effect to the AHI Acquisition) for each completed fiscal quarter since the date of the most recent audited financial statements, which unaudited financial statements (x) shall be in form and scope satisfactory to the Agents and (y) shall not be materially inconsistent with the financial statements previously provided to the Lenders.

(f) *Financial Statements of the Acquired Business*. The Lenders shall have received (i) to the extent publicly unavailable prior to the date hereof, audited consolidated and unaudited consolidating (other than with respect to statements of Stockholders' Equity) balance sheets and related statements of income, Stockholders' Equity and cash flows of the AHI Companies for the three fiscal years ended on or before December 31, 2003, in each case, prepared in accordance with, or reconciled to, GAAP and (ii) to the extent completed and available, unaudited consolidated and consolidating (other than with respect to statements of Stockholders' Equity) balance sheets and related statements of income, Stockholders' Equity and cash flows of the AHI Companies for each completed fiscal quarter since the date of such audited financial statements, which unaudited financial statements (x) shall be in form and scope satisfactory to the Agents and (y) shall not be materially inconsistent with the financial statements provided to the Lenders prior to the Closing Date (other than (i) with respect to the inclusion of deferred tax liabilities arising prior to the Closing Date with respect to the AHI Companies and (ii) such additional exceptions as may be reasonably acceptable to the Agents).

(g) *Pro Forma Financial Statements; Projections*.

(i) The Lenders shall have received a *pro forma* consolidated balance sheet of the Borrower as of December 31, 2004, adjusted to reflect the *pro forma* consolidated balance sheet as of the Closing Date based on management's estimates from and after December 31, 2004, after

giving effect to the Closing Transactions, together with a certificate of the chief financial officer or treasurer of the Borrower to the effect that such statements accurately present the *pro forma* financial position of the Borrower and its Subsidiaries, and the Lenders shall be satisfied that such balance sheet is not materially inconsistent with the forecasts and other information previously provided to the Lenders.

(ii) The Borrower shall have delivered its projections (dated as of October 31, 2004) through the seventh fiscal year after the Closing Date, prepared on an annual basis.

4.02 Conditions Precedent to Each Credit Extension. The obligation of each Syndicated Lender on any date (including the Closing Date) to make any Loan, of the Foreign Currency Fronting Lender on any date (other than the Closing Date) to make any Foreign Currency Loans and of each L/C Issuer on any date (including the Closing Date) to issue any Letter of Credit is subject to the satisfaction of each of the following conditions precedent:

(a) *Request for Borrowing or Issuance of Letter of Credit.* (i) With respect to any Loan (other than a Foreign Currency Loan), the Administrative Agent shall have received a duly executed Revolving Loan Notice, Term Loan Interest Rate Selection Notice, Swing Line Loan Notice, as the case may be, (ii) with respect to any Foreign Currency Loan, the Foreign Currency Fronting Lender and the Administrative Agent shall have received a duly executed Foreign Currency Loan Notice, and (iii) with respect to any Letter of Credit, the Administrative Agent and the L/C Issuer shall have received a duly executed Letter of Credit Application.

(b) *Representations and Warranties; No Defaults*. The following statements shall be true on the date of such Loan or issuance of a Letter of Credit, both before and after giving effect thereto and, in the case of any Loan, to the application of the proceeds therefrom:

(i) the representations and warranties set forth in *Article V (Representations and Warranties)* and in the other Loan Documents shall be true and correct on and as of the Closing Date and shall be true and correct in all material respects on and as of any such date after the Closing Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date; and

(ii) no Default or Event of Default shall have occurred and be continuing.

(c) *No Legal Impediments*. The making of the Loans or the issuance of such Letter of Credit on such date does not violate any Law (including any Gaming Law) in any material respect on the date of or immediately following such Loan or issuance of such Letter of Credit and is not enjoined, temporarily, preliminarily or permanently.

(d) *Additional Matters*. The Administrative Agent shall have received such additional documents, information and materials as any Lender, through the Administrative Agent, may reasonably request or, in the case of any Foreign Currency Loans, as the Foreign Currency Fronting Lender may reasonably request.

Each submission by the Borrower to the Administrative Agent of a Revolving Loan Notice, Term Loan Interest Rate Selection Notice, Facilities Increase Notice or Swing Line Loan Notice, as the case may be, and the acceptance by the Borrower of the proceeds of each Loan requested therein, and each submission by the Borrower to a L/C Issuer of a Letter of Credit Application, and the issuance of each

Letter of Credit requested therein, shall be deemed to constitute a representation and warranty by the Borrower as to the matters specified in *clause (b)* above on the date of the making of such Loan or the issuance of such Letter of Credit.

4.03 Determinations of Initial Borrowing Conditions. For purposes of determining compliance with the conditions specified in *Section 4.01 (Conditions Precedent to Initial Credit Extensions)*, each Lender shall be deemed to have consented to, approved, accepted or be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Lenders unless an officer of the Administrative Agent responsible for the transactions contemplated by the Loan Documents shall have received notice from such Lender prior to the initial Borrowing or initial issuance of Letters of Credit hereunder specifying its objection thereto and such Lender shall not have made available to the Administrative Agent such Lender's ratable portion of such Borrowing.

4.04 Conditions Precedent to Each Facilities Increase.

Each Facilities Increase is subject to the satisfaction of all of the following conditions precedent:

(a) *Certain Documents*. The Administrative Agent shall have received on or prior to the Facilities Increase Date for such Facilities Increase each of the following, each dated such Facilities Increase Date unless otherwise indicated or agreed to by the Agents and each in form and substance satisfactory to the Agents:

(i) written commitments duly executed by the applicable Incremental Lenders in an aggregate amount equal to the amount of the proposed Facilities Increase (as agreed between the Borrower and the Agents but in any case not to exceed, in the aggregate for all such Facilities Increases, the maximum amount set forth in Section 2.01(b) (Term Loan; Facilities Increase)) and, in the case of each Incremental Lender that is not an existing Lender at the time of the applicable Facilities Increase, an assumption agreement in form and substance reasonably satisfactory to the Agents and the Borrower and duly executed by the Borrower, the Agents and such Incremental Lender;

(ii) an amendment to this Agreement, effective as of the Facilities Increase Date and executed by the Borrower, the Agents and the applicable Incremental Lenders, to the extent necessary to implement the terms and conditions of the Facilities Increase (including interest rates, fees and scheduled repayment dates and maturity), as agreed by the Borrower and the Agents but, which, in any case, except for of interest, fees, scheduled repayment dates and maturity, shall not be applied materially differently to the Facilities Increase and the applicable existing Facility;

(iii) certified copies of resolutions of the Board of Directors of each Loan Party approving the consummation of such Facilities Increase and the execution, delivery and performance of the corresponding amendments to this Agreement and the other Loan Documents to be executed in connection therewith;

(iv) a favorable opinion of counsel for the Loan Parties, addressed to the Agents and the Lenders and in form and substance and from counsel reasonably satisfactory to the Agents; and

(v) such other document as the Agents may reasonably request or as any Incremental Lender participating in such Facilities Increase may reasonably require as a condition to its commitment in such Facilities Increase.

(b) *Fee and Expenses Paid*. There shall have been paid to the Administrative Agent, for the account of the Agents and the Lenders (including any Person becoming a Lender as part of such Facilities Increase on such Facilities Increase Date), as applicable, all fees and expenses (including Attorney Costs of the Agents) due and payable on or before the Facilities Increase Date (including all such fees described in the Fee Letters).

(c) *Conditions to Each Credit Extension*. (i) The conditions precedent set forth in *Section 4.02 (Conditions Precedent to Each Credit Extension)* shall have been satisfied both before and after giving effect to such Facilities Increase, (ii) such Facilities Increase shall be made on the terms and conditions set forth in *Section 2.01(b) (Term Loan; Facilities Increase)* and (iii) the Borrower shall be in compliance with *Section 7.13 (Financial Covenants)* on such Facilities Increase Date for the most recently ended fiscal quarter for which financial statements are available pursuant to *Section 6.01(a)* or *(b) (Financial Statements)*, on a pro forma basis both before and after giving effect to such Facilities Increase.

(d) *Weighted Average*. As of any Facilities Increase Date, the weighted average life of such Facilities Increase for the Term Loan Facility shall not be shorter than the weighted average life for the Closing Date Term Loan.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power; Compliance with Laws. Each Loan Party (a) is a corporation, limited partnership, partnership or limited liability company duly organized or formed, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all governmental licenses, authorizations, consents and approvals to own its assets, carry on its business and to execute and deliver, and perform its obligations under, the Transaction Documents and the Loan Documents to which it is a party, (c) is duly qualified and is licensed and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license, except where the failure so to qualify or be licensed could not reasonably be expected to have a Material Adverse Effect, and (d) is in compliance with all applicable Laws except where the failure to be in compliance with such Laws would not, in the aggregate, have a Material Adverse Effect.

5.02 Authorization; No Contravention. (a) Except as set forth on *Schedule 5.02 (Conflicts)*, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other Organizational Action (including the consent of stockholders where required), and do not and will not (i) contravene or violate any of the terms of any of such Person's Constituent Documents, (ii) conflict with or result in any breach or contravention of, constitute a default under, or result in or permit the termination or acceleration of,

any material Contractual Obligation to which the Person is a party, (iii) result in the creation or imposition of any Lien upon any property of such Person or any of its Subsidiaries except for any Permitted Liens, or (iv) violate any (x) any Gaming Law, the violation of which could reasonably be expected to have a Material Adverse Effect, (y) any other Law (including Regulations T, U and X of the FRB) or (z) order, injunction, writ or decree of any Governmental Authority or arbitral award to which such Person or its property is subject.

(b) Except as set forth on *Schedule 5.02 (Conflicts)*, the execution, delivery and performance by each Loan Party of each Transaction Document (other than the Loan Documents) to which such Person is party, have been duly authorized by all necessary corporate or other Organizational Action (including the consent of stockholders where required), and do not and will not (i) contravene or violate any of the terms of any of such Person's Constituent Documents, (ii) conflict with or result in any breach or contravention of, constitute a default under, or result in or permit the termination or acceleration of, any material Contractual Obligation to which the Person is a party to the extent any of the foregoing circumstances described in this *clause (ii)* could not reasonably be expected to have a Material Adverse Effect, (iii) result in the creation or imposition of any Lien upon any property of such Person or any of its Subsidiaries except for any Permitted Liens, or (iv) violate any Law (including any Gaming Law), order, injunction, writ or decree of any Governmental Authority or arbitral award to which such Person or its property is subject, in each case, the violation of which could reasonably be expected to have a Material Adverse Effect.

5.03 Governmental and Third-Party Authorization; Gaming Authorizations.

(a) No further approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority, including, to the best of the Company's knowledge after due inquiry, any Gaming Authority, or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement, any other Loan Document, any Transaction Document which, in each instance, either (i) has not been obtained or effected or (ii) with respect to which the failure so to obtain or effect could not reasonably be expected to have a Material Adverse Effect.

(b) All Gaming Authorizations have been duly obtained and are in full force and effect in each jurisdiction where the business of the Borrower or its Subsidiaries require such Gaming Authorizations, except where any such failure to obtain such Gaming Authorizations or any such conflict or restriction could not reasonably be expected to result in, either individually or in the aggregate, a Material Adverse Effect. Neither the Borrower nor any of its Subsidiaries has received any written notice or other written communications from any Gaming Authority regarding (i) any revocation, withdrawal, suspension, termination or modification of, or the imposition of any material conditions with respect to, any Gaming Authorizations, or (ii) any other limitations on the conduct of business by the Borrower or any of its Subsidiaries, except where any such revocation, withdrawal, suspension, termination, modification, imposition or limitation could not reasonably be expected to result in, either individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement, each Transaction Document has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. Each of this Agreement and each Transaction Document constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and other similar Laws relating to or affecting creditors' rights generally and by the application of general equitable principles (whether considered in proceedings at Law or in equity).

5.05 Financial Statements; No Material Adverse Effect.

(a) Each of the Audited Financial Statements (i) was prepared in accordance with GAAP consistently applied with respect to accounting principles throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present in all material respects the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby; and (iii) show all material Indebtedness and other material liabilities, direct or contingent, of the Borrower and its Subsidiaries, including material liabilities for taxes, material commitments and material Indebtedness to the extent disclosure of the same (including disclosure in the notes to financial statements) would be required to be disclosed under GAAP.

(b) Each of the financial statements delivered pursuant to *Section 4.01(f)(i) (Financial Statements of the Acquired Business)*: (i) was prepared in accordance with GAAP consistently applied with respect to accounting principles throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present in all material respects the financial condition of AHI and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby; and (iii) show all material indebtedness and other material liabilities, direct or contingent, of AHI and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness to the extent disclosure of the same (including disclosure in the notes to financial statements) would be required to be disclosed under GAAP.

(c) (i) The financial reports delivered pursuant to *Section 4.01(f)(ii) (Financial Statements of the Acquired Business)* hereof were prepared in accordance with GAAP consistently applied with respect to accounting principles throughout the period covered thereby, except as otherwise expressly noted therein and except, in the case of the interim financial statements provided therewith, no footnoted disclosures required by GAAP were provided; and (ii) each of the pro forma financial statements, giving effect to the AHI Acquisition, delivered pursuant to *Section 4.01(g)* hereof (A) fairly presents in all material respects the pro forma financial condition of the Borrower and its Subsidiaries as of the date thereof on a pro forma basis, and (B) shows all direct, non-contingent material indebtedness and other material liabilities of the Borrower and its Subsidiaries as of the date thereof, including direct, non-contingent material liabilities for taxes, material commitments and material Indebtedness to the extent disclosure of the same (including disclosure in the notes to financial statements) would be required to be disclosed under GAAP, *pro forma* for the AHI Acquisition.

(d) Since December 31, 2003, there has been no event or circumstance that has had or could reasonably be expected to have a Material Adverse Effect; provided, that the Agents and the Lenders agree that the events and circumstances specified on *Schedule 5.05 (MAE Matters)* shall not, in and of themselves, be deemed to have a Material Adverse Effect to the extent arising prior to the Closing Date from the AHI Acquisition.

5.06 Litigation. There are no actions, investigations, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower or any of the Guarantors, threatened, at law, in equity, in arbitration or before any Governmental Authority, by or against the Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement, any other Loan Document or any Transaction Document, or any of the transactions contemplated thereby or hereby, or (b) could reasonably be expected to have a Material Adverse Effect.

5.07 No Default. Neither the Borrower nor any Subsidiary is in default under or with respect to any Contractual Obligation that could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing or would result from the consummation of the

Closing Transactions or the other transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens. Each of the Borrower and its Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all Real Property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. As of the Closing Date, the property of the Borrower and its Subsidiaries is subject to no Liens, other than Permitted Liens.

5.09 Environmental Compliance.

(a) The Borrower and each Subsidiary is and has been in compliance with all applicable Environmental Laws and has not received written notice of any unresolved potential liability, violation or delinquency with respect to any Environmental Law, including pursuant to any agreement with any Person, or any Permit or order from any Governmental Authority, other than any non-compliance, liabilities, violations or delinquencies that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(b) The Borrower and each Subsidiary has obtained all Environmental Permits, except where any such failure to obtain any Environmental Permit could not reasonably be expected to have a Material Adverse Effect. Each Environmental Permit of the Borrower and each Subsidiary remains in full force and effect, is not subject to appeal or any pending or, to the knowledge of the Borrower, threatened administrative or judicial proceedings, other than administrative review processes in the ordinary course of pending renewals, and complete applications for all material new, modified or renewed Environmental Permits that are presently due or pending have been submitted on a timely basis except where the failure to obtain any such Environmental Permit, take any such action or where such appeal or proceeding would, if adversely determined, reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. Neither the Borrower nor any Subsidiary has received notice that any Environmental Permit will not be issued or renewed with terms and conditions that are consistent with the present or presently proposed operation of the relevant facility except to the extent that such refusal to issue or renew any such Environmental Permit could not reasonably be expected to have a Material Adverse Effect.

(c) There is no Environmental Claim pending or, to the knowledge of the Borrower, threatened against the Borrower or any Subsidiary or otherwise relating to any of the properties of such Persons, other than Environmental Claims that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, there are no past or present actions, activities, circumstances, conditions, events or incidents, including the production, use, sale, storage, transportation, handling, release, threatened release, emission, discharge, presence or disposal of any Hazardous Materials, that would reasonably be expected to form the basis of any Environmental Claim or prevent continued compliance with Environmental Laws relating to their respective businesses or any of their respective properties or against the Borrower or any Subsidiary.

(d) Neither the Borrower nor any Subsidiary is, or will be, required to incur material capital cost or expense to cause its operations or properties to achieve or maintain compliance with applicable Environmental Laws under current operational conditions, other than capital costs or expenses that could not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

(e) To the knowledge of the Borrower, neither the Borrower nor any Subsidiary has manufactured, distributed or sold any asbestos-containing material during the five-year period ended on the Closing Date or at any time thereafter, except as would not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, there are no pending or, to the knowledge of the Borrower, threatened proceedings against the Borrower or any of its Subsidiaries arising out of any lead-containing, silica-containing or asbestos-containing material or the exposure to or release thereof. In the five-year period ended on the Closing Date, except as set forth on *Schedule 5.09 (Environmental Matters)*, there have been no proceedings against the Borrower or any of its Subsidiaries, to the knowledge of the Borrower, arising out of any asbestos-containing material or the exposure to or release thereof.

(f) Neither the Borrower nor any Subsidiary has any material obligation under any Contractual Obligation with any Person or pursuant to an order of a Governmental Authority for conducting any site investigation or cleanup other than any such obligations which could not reasonably be expected to have a Material Adverse Effect. Neither the Borrower nor any Subsidiary has, either expressly or by operation of law, assumed or undertaken any Environmental Liability or corrective, investigatory or remedial obligation of any other Person or for any business or property previously owned or operated by the Borrower or any Subsidiary relating to any Environmental Law, which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.10 Insurance. The properties of the Borrower and its Subsidiaries are insured with financially sound and reputable insurance companies that are not Affiliates of the Borrower, such Insurance Coverage being in such amounts (after giving effect to any self-insurance compatible with the following standards, including any such self-insurance disclosed on *Schedule 5.10 (Insurance)*), with such deductibles and covering such risks as are, to the knowledge of the Borrower, customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or its Subsidiaries operate. In addition to, and without being limited by, the foregoing, the Borrower and its Subsidiaries are currently maintaining the Insurance Coverage required by each of the Collateral Documents, and all premiums payable in respect of such Insurance Coverage (other than in respect of any self-insurance) are current and all such Insurance Coverage is in force and effect.

5.11 Taxes.

(a) The Borrower and its Subsidiaries have filed with the appropriate Governmental Authorities all Federal, state and other material tax returns and reports (collectively, the "***Tax Returns***") required to be filed by the Borrower or any of its Tax Affiliates and have paid all Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. To the knowledge of the Borrower, all such Tax Returns are true and correct in all material respects. To the knowledge of the Borrower, no Tax Return of the Borrower or any of its Tax Affiliates is under audit or examination by any Governmental Authority, which audit or examination could reasonably be expected to be material to the Borrower and its Subsidiaries, taken as a whole, and no notice of such an audit or examination or any assertion of any claim for a material amount of taxes has been given or made by any Governmental Authority.

(b) There is no proposed tax assessment against the Borrower or any Subsidiary, including any such assumed by any Loan Party under the Transaction Documents, that would, if made, have a Material Adverse Effect.

5.12 ERISA Compliance.

(a) Except as disclosed on *Schedule 5.12 (ERISA Matters)*, each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state Laws, except for any required amendment for which the remedial amendment period as defined in Section 401(b) of the Code has not yet expired. Except as disclosed on *Schedule 5.12 (ERISA Matters)*, each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the best knowledge of the Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. The Borrower and each ERISA Affiliate have made all required contributions in excess of $1,000,000 in the aggregate to each Plan subject to Section 412 of the Code, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan.

(b) There are no pending or, to the best knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) except as disclosed in the Borrower's audited and unaudited financial statements furnished to the Agents and the Lenders pursuant to *Section 6.01(a)* and *(b) (Financial Statements)* or the audited and unaudited financial statements of the AHI Companies furnished to the Lenders pursuant to *Section 4.01(f) (Financial Statements of the Acquired Business)*, as the case may be, no Pension Plan has any Unfunded Pension Liability; (iii) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither the Borrower nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA, in each case, except to the extent the foregoing could not reasonably be expected to results in costs or liabilities to the Loan Parties, taken as a whole, that would exceed, in the aggregate, the Threshold Amount.

5.13 Ownership of Subsidiaries.

(a) Set forth on *Schedule 5.13 (Ownership of Subsidiaries)* is a complete and accurate list showing, as of the Closing Date (and after giving effect to the Closing Transactions), all Subsidiaries of the Borrower and, as to each such Subsidiary, the jurisdiction of its organization, the number of shares of each class of Stock authorized (if applicable), the number of such shares outstanding on the Closing Date and the number and percentage of the outstanding shares of each such class owned (directly or indirectly) by the Borrower. No Stock of any Subsidiary of the Borrower is subject to any outstanding option, warrant, right of conversion or purchase of any similar right. All of the outstanding Stock of each Subsidiary of the Borrower owned (directly or indirectly) by the Borrower has been validly issued, is fully paid and non-assessable (to the extent applicable)

and is owned by the Borrower or a Subsidiary of the Borrower, free and clear of all Liens (other than the Lien in favor of the Secured Parties created pursuant to the Pledge and Security Agreement and other Permitted Liens arising by operation of Law), options, warrants, rights of conversion or purchase or any similar rights. Neither the Borrower nor any such Subsidiary is a party to, or has knowledge of, any agreement restricting the transfer or hypothecation of any Stock of any such Subsidiary, other than the Loan Documents and the Subordinated Indentures.

(b) The Borrower does not own or hold, directly or indirectly, any Stock of any Person other than such Subsidiaries and Investments permitted by *Section 7.02 (Investments)*.

5.14 Margin Regulations; Investment Company Act; Public Utility Holding Company Act.

(a) The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock.

(b) None of the Borrower, any Person controlling the Borrower, or any Subsidiary (i) is a "holding company," or a "subsidiary company" of a "holding company," or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company," within the meaning of the Public Utility Holding Company Act of 1935, or (ii) is an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company," as such terms are defined in the Investment Company Act of 1940.

5.15 Disclosure. No statement, information, report, representation, or warranty made by any Loan Party in any Loan Document or furnished to any Agent or any Lender by or on behalf of any Loan Party in connection with any Loan Document (i) except with respect to financial projections concerning the Borrower and its Subsidiaries, contains any untrue statement of a material fact or omits any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (ii) in the case of financial projections concerning the Borrower and its Subsidiaries, have been prepared in good faith based upon assumptions the Borrower believes to be reasonable.

5.16 Intellectual Property; Licenses, Etc. Each of the Borrower and its Subsidiaries own, license or otherwise possess the valid right to use all Material Intellectual Property that is currently used for the operation of their respective businesses, without, to the knowledge of the Borrower after due inquiry, infringement upon or conflict with the rights of any other Person with respect thereto other than infringements or conflicts that could not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower after due inquiry, no material slogan or other advertising device, product, process, method, substance, part, component or other material now employed, or now contemplated to be employed, by the Borrower or any Subsidiary infringes upon or conflicts with any Intellectual Property rights held by any other Person other than infringements or conflicts that could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the best knowledge of the Borrower, threatened, and no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code is pending or, to the knowledge of the Borrower, proposed, which, in either case, could reasonably be expected to have a Material Adverse Effect.

5.17 Labor Matters.

(a) There are no strikes, work stoppages, slowdowns or lockouts pending nor threatened against or involving the Borrower or any of its Subsidiaries, other than those that, in the aggregate, would not have a Material Adverse Effect.

(b) There are no unfair labor practices, arbitrations, grievances or complaints pending, or, to the Borrower's knowledge, threatened, against or involving the Borrower or any of its Subsidiaries, other than those that, in the aggregate, would not have a Material Adverse Effect.

5.18 Solvency. On and as of the Closing Date, the Borrower and each of the Subsidiaries (other than Immaterial Subsidiaries, as to which no representation is made) are Solvent, both individually and collectively, measured after giving effect to (i) the consummation of the AHI Acquisition, (ii) the initial Credit Extensions made on the Closing Date hereunder, and (iii) the consummation of the other Closing Transactions.

5.19 Off-Balance Sheet Liabilities. Neither the Borrower nor any Subsidiary has any Off-Balance Sheet Liabilities other than (a) the liabilities arising under the Coleman IRB Bonds and the Coleman IRB Leases (which liabilities offset each other in full), (b) Off-Balance Sheet Liabilities described in (i) the notes to the Borrower's audited and unaudited financial statements furnished to the Agents and the Lenders pursuant to *Section 6.01(a)* and *(b) (Financial Statements)* or (ii) the Management's Discussion and Analysis included in the Borrower's periodic reports filed with the Commission on Form 10-K or Form 10-Q, as the case may be, copies of which shall be furnished to the Agents pursuant to *Section 6.02 (Certificates; Other Information)* and (c) other Off-Balance Sheet Liabilities described on *Schedule 5.19 (Off-Balance Sheet Liabilities)*.

5.20 Tax Shelter Regulations. The Borrower does not intend to treat the Revolving Loans, the Swing Line Loans, the Term Loan and/or the Letters of Credit and related transactions as being a "reportable transaction" (within the meaning of Treasury Regulation Section 1.6011-4). In the event the Borrower determines to take any action inconsistent with such intention, it will promptly notify the Administrative Agent thereof. If the Borrower so notifies the Administrative Agent, the Borrower acknowledges that one or more of the Lenders may treat its Revolving Loans, its Pro Rata Term Share of the Term Loan, and/or its interest in Swing Line Loans and/or Letters of Credit as part of a transaction that is subject to Treasury Regulation Section 301.6112-1, and such Lender or Lenders, as applicable, will maintain the lists and other records required by such Treasury Regulation.

5.21 Use of Proceeds. The proceeds of the Term Loan received on the Closing Date are being used by the Borrower to consummate the Closing Transactions. The proceeds of the Revolving Loans, Foreign Currency Loans and the Letters of Credit, and of any Incremental Term Loans made pursuant to any Facilities Increase, are being used by the Borrower solely for working capital and other general corporate purposes (including the making of Permitted Acquisitions).

5.22 Title; Real Property.

(a) Each of the Borrower and its Subsidiaries has good and marketable title to, or valid leasehold interests in, all Real Property material to the Borrower and its Subsidiaries, taken as a whole, and good title to all personal property material to the Borrower and its Subsidiaries, taken as a whole, in each case that is purported to be owned or leased by it, including those reflected on the most recent audited financial statements delivered by the Borrower, and none of such properties and assets is subject to any Lien, except Liens permitted under *Section 7.01 (Liens)*. The Borrower and its Subsidiaries have received all deeds, assignments, waivers, consents, non-disturbance and recognition or similar agreements, bills of sale and other documents, and have duly

effected all recordings, filings and other actions necessary to establish, protect and perfect the Borrower's and its Subsidiaries' right, title and interest in and to all such material property.

(b) All Permits required to have been issued or appropriate to enable all material Real Property owned or leased by the Borrower or any of its Subsidiaries to be lawfully occupied and used for all of the purposes for which they are currently occupied and used have been lawfully issued and are in full force and effect, other than those that, in the aggregate, would not have a Material Adverse Effect.

(c) None of the Borrower or any of its Subsidiaries has received any notice, or has any knowledge, of any pending, threatened or contemplated condemnation proceeding affecting any material Real Property owned or leased by the Borrower or any of its Subsidiaries or any part thereof, except those that, in the aggregate, would not have a Material Adverse Effect.

5.23 Closing Related Documents; Subordinated Indentures.

(a) None of the Closing Related Documents has been amended or modified in any material respect and no material provision therein has been waived, except in each case to the extent not otherwise prohibited by this Agreement, and each of the representations and warranties made by the Borrower therein are true and correct in all material respects and no default or event that, with the giving of notice or lapse of time or both, would be a default by the Borrower has occurred thereunder.

(b) The Obligations constitute "Senior Debt" (or, in the case of Subordinated Indentures entered into after the Closing Date, if any, "Senior Debt" or other comparable term) as defined in the Subordinated Indentures.

5.24 OFAC. None of the Borrower, any Subsidiary of the Borrower or any Affiliate of the Borrower is (i) named on the list of Specially Designated Nationals or Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control available at http://www.treas.gov/offices/eotffc/ofac/sdn/index.html, or (ii)(A) an agency of the government of a country, (B) an organization controlled by a country, or (C) a Person resident in a country that is subject to a sanctions program identified on the list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control and available at http://www.treas.gov/offices/eotffc/ofac/sanctions/index.html, or as otherwise published from time to time, as such program may be applicable to such agency, organization or Person, and the proceeds from the Credit Extensions made pursuant to this Agreement will not be used to fund any operations in, finance any investments or activities in, or make any payments to, any such country or Person.

ARTICLE VI
AFFIRMATIVE COVENANTS

So long as any Lender shall have any Revolving Credit Commitment hereunder, any Loan or other Obligation shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding (other than Contingent Obligations consisting of continuing indemnities and other Contingent Obligations of the Borrower or any Guarantor that may be owing to the Lenders pursuant to the Loan Documents and expressly survive termination of this Agreement), the Borrower shall, and shall (except in the case of the covenants set forth in *Sections 6.01 (Financial Statements)*, *6.02 (Certificates; Other Information)* and *6.03 (Notices)*) cause each Subsidiary to:

6.01 Financial Statements. Deliver to the Agents and each Lender, in form and detail reasonably satisfactory to the Agents and the Required Lenders:

(a) promptly after available, but in any event within 90 days after the end of each fiscal year of the Borrower (commencing with the fiscal year of the Borrower ending on December 31, 2004), a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, cash flows and Stockholders' Equity for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, and audited and accompanied by a report and opinion of the Borrower's Accountants, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any qualifications or exceptions as to the scope of the audit or the going concern status of the Borrower nor to any other qualifications and exceptions not reasonably acceptable to the Required Lenders; and

(b) promptly after available, but in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, an unaudited consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations, cash flows and Stockholders' Equity for such fiscal quarter and for the portion of the Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of the Borrower as fairly presenting the financial condition, results of operations and cash flows of the Borrower and its Subsidiaries in accordance with GAAP, subject only to normal, recurring year end audit adjustments and the absence of footnotes.

6.02 Certificates; Other Information. Deliver to the Agents, in form and detail reasonably satisfactory to the Agents and the Required Lenders:

(a) promptly after the delivery of the financial statements referred to in *Section 6.01(a) (Financial Statements)*, a certificate of the Borrower's Accountants certifying such financial statements and stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default under the financial covenants set forth in *Section 7.13 (Financial Covenants)* or, if any such Default or Event of Default shall exist, stating the nature and status of such Default or Event of Default;

(b) promptly after the delivery of the financial statements referred to in *Sections 6.01(a)* and *(b) (Financial Statements)*, a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower,

and, if such Compliance Certificate demonstrates an Event of Default of any covenant under *Section 7.13 (Financial Covenants)*, the Borrower may deliver, together with such Compliance Certificate, notice of its intent to cure (a "*Notice of Intent to Cure*") such Event of Default pursuant to *Section 7.13(c)*; *provided* that the delivery of a Notice of Intent to Cure shall in no way affect or alter the occurrence, existence or continuation of any such Event of Default or the rights, benefits, powers and remedies of the Administrative Agent and the Lenders under any Loan Document; and

(c) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower or any Subsidiary as the Administrative Agent, at the reasonable request of any Lender, may from time to time request.

Each document required to be delivered pursuant to *Section 6.01(a)* or *(b)* (*Financial Statements*) shall be deemed to have been delivered on the date on which the Borrower posts such document on its website at www.jarden.com, or when such document is posted on the Commission's website at www.sec.gov (the "***SEC Website***") or on an Approved Electronic Communications Platform (each of the foregoing an "***Informational Website***"); *provided*, that (i) the Borrower shall deliver paper copies of all such documents to the Administrative Agent or any Lender that requests the Borrower to deliver such paper copies until a request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Administrative Agent and each Lender shall be notified by electronic mail of the applicable Informational Website and of the posting of each such document. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above in this paragraph, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

6.03 Notices.

(a) Promptly notify the Agents:

(i) of the occurrence of any Default or Event of Default;

(ii) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (A) breach or non-performance of, or any default under, any of the Loan Documents, Transaction Documents or any other Contractual Obligation (including Contractual Obligations arising under Leases) of the Borrower or any Subsidiary; or (B) any dispute, litigation, investigation, proceeding or suspension between the Borrower or any Subsidiary and any Governmental Authority (including any Gaming Authority);

(iii) of any litigation, investigation or proceeding affecting the Borrower or any Subsidiary in which the amount involved (excluding amounts covered by applicable Insurance Coverage as to which no reservation of rights is in effect) could reasonably be expected to exceed

the Threshold Amount, or in which injunctive relief or similar relief is sought, which relief, if granted, could reasonably be expected to have a Material Adverse Effect;

(iv) of the occurrence of any material ERISA Event;

(v) of any change in accounting policies or financial reporting practices by the Borrower or any Subsidiary for which the Borrower is required to notify the Agents pursuant to *Section 1.03 (Accounting Terms)*;

(vi) of any (A) violation or alleged violation by the Borrower or any Subsidiary of any applicable Environmental Laws; (B) release or threatened release by the Borrower or any Subsidiary, or by any Person handling, transporting or disposing of any Hazardous Materials on behalf of the Borrower or any Subsidiary, or at any facility or property owned or leased or operated by the Borrower or any Subsidiary, of any Hazardous Materials, except where occurring legally; (C) liability or alleged liability of the Borrower or any Subsidiary for the costs of cleaning up, removing, remediating or responding to a release of Hazardous Materials; or (D) the commencement of, or any material development in, any litigation or proceeding affecting the Borrower or any Subsidiary, including pursuant to any applicable Environmental Laws except to the extent such litigation or proceeding could not reasonably be expected to result in Environmental Liabilities in excess of the Threshold Amount;

(vii) of any (A) material labor dispute to which the Borrower or any of its Subsidiaries is or may become a party, including any strikes, lockouts or other disputes relating to any of such Person's plants and other facilities, and (B) Worker Adjustment and Retraining Notification Act or related liability incurred with respect to the closing of any plant or other facility of any such Person, in each case, that could reasonably be expected to result in a Material Adverse Effect; and

(viii) of any cancellation, termination or loss of any material Contractual Obligation (including any material Lease), any other material customer arrangement except to the extent such cancellation, termination or loss could not reasonably be expected to result in a Material Adverse Effect.

(b) Prior to any Disposition of property with a Fair Market Value in excess of $50,000,000 (or its Dollar Equivalent), the Borrower shall notify the Administrative Agent in accordance with *Section 7.05(c) (Dispositions)* in writing (a) describing such Disposition or the nature and material terms and conditions of such transaction and (b) stating the estimated Net Proceeds anticipated to be received by the Borrower or any of its Subsidiaries.

(c) The Borrower shall provide any Agent or any Lender with such other information respecting the business, properties, condition, financial or otherwise, or operations of the Borrower or any of its Subsidiaries as such Agent or such Lender through the Administrative Agent may from time to time reasonably request.

Each notice pursuant to this *Section 6.03* shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto, and with respect to matters in *clause (a) (vi)*, copies of all related notices, complaints, orders, directives, claims and citations. Each notice pursuant to *Section 6.03(a)* shall describe with particularity any and all provisions of this Agreement or other Loan Document that have been breached.

6.04 Payment of Obligations. (a) Pay and discharge as the same shall become due and payable, other than in respect of any Securitization Entity, all Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness and subject to any provision of this Agreement, and (b) to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect, pay and discharge as the same shall become due and payable, all other obligations and liabilities, other than obligations and liabilities of any Securitization Entity, including (i) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary and (ii) all lawful claims which, if unpaid, would by Law become a Lien (other than during the period in which such Lien may be a Permitted Lien) upon its property, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary and foreclosure or other enforcement of such Liens in respect of the Collateral have not commenced or have been effectively stayed.

6.05 Preservation of Existence, Etc. Except in a transaction permitted by *Section 7.04* (*Fundamental Changes*) or *Section 7.05* (*Dispositions*), preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization; take all reasonable action to maintain all rights, privileges, Permits and franchises necessary in the normal conduct of its business, and preserve or renew all of its registered Material Intellectual Property, except in each case to the extent failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof, except in each case where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance. (a) Maintain (i) Insurance Coverage with a Captive Insurance Entity (to the extent such Captive Insurance Entity is created and capitalized in accordance with the terms of this Agreement) and/or financially sound and reputable insurance or reinsurance companies or associations (as applicable) that are not Affiliates of the Borrower, Insurance Coverage with respect to its properties and business covering such risks, losses or damages of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons, and, in any event, all insurance required by any Collateral Document and (ii) such other Insurance Coverage or reinsurance, if applicable, as may be reasonably requested by the Required Lenders and (b) cause all such Insurance Coverage (other than any self-insurance programs) and, if applicable, reinsurance, to name the Administrative Agent on behalf of the Secured Parties as additional insured or loss payee, as appropriate, and to provide that no cancellation, material addition in amount or material change in coverage shall be effective until after 30 days' written notice thereof to the Administrative Agent.

6.08 Compliance with Laws and Contractual Obligations; Maintenance of Gaming Licenses.

(a) Comply in all material respects with the requirements of all Laws (including Environmental Laws but excluding Gaming Laws, with respect to which the representations and

warranties of the Borrower are set forth in *clause (c)* below) and Contractual Obligations applicable to it or to its business or property, except (other than with respect to those matters covered in *clause (b)* below) in such instances in which (i) such requirement of Law or Contractual Obligation is being contested in good faith by appropriate proceedings diligently conducted or a bona fide dispute exists with respect thereto; or (ii) with respect to Contractual Obligations only, the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

(b) In addition to the foregoing, if the Borrower or any Subsidiary shall receive any letter, notice, complaint, order, directive, claim or citation alleging that the Borrower or any Subsidiary has violated any Environmental Law, has released any Hazardous Material, or is liable for the costs of cleaning up, removing, remediating or responding to a release of Hazardous Materials, the Borrower and any Subsidiary shall, within the time period permitted and to the extent required by applicable Laws or the Governmental Authority responsible for enforcing such Environmental Law, and in each case, unless the failure to do so could not reasonably be expected to result in a Material Adverse Effect, remove or remedy, or cause the applicable Subsidiary to remove or remedy, such violation or release or satisfy such liability unless such requirement is being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary and such contest effectively stays any requirement to effect such removal or remedy.

(c) The Borrower shall, and shall cause each of its Subsidiaries to, maintain (i) such valid Gaming Authorizations, gaming licenses, registrations and findings of suitability in all jurisdictions in which the Borrower or its Subsidiaries engage in business requiring such Gaming Authorizations, except to the extent that any failure to maintain such item, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; *provided*, *further*, the Borrower and each of its Subsidiaries shall not transfer any such Gaming Authorizations or gaming licenses which are required in their respective business operations to any other Person unless the applicable Gaming Authority has approved the pledge to the Administrative Agent for the benefit of the Secured Parties of the Pledged Stock of such Person and (ii) comply in all material respects with all applicable Gaming Laws except to the extent any non-compliance could not reasonably be expected to result in a Material Adverse Effect.

6.09 Books and Records. (a) Maintain proper books of record and account, in which full, true and correct entries shall be made of all financial transactions and matters involving the assets and business of the Borrower or such Subsidiary, as the case may be, pursuant to which financial statements in conformity with GAAP consistently applied with respect to accounting principles can be created; and (b) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Borrower or such Subsidiary, as the case may be.

6.10 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at reasonable times during normal business hours as often as may be reasonably desired, and upon reasonable advance notice to the Borrower, and (subject to the following proviso) (a) at the expense of the Borrower one time per year in the case of inspection by the Administrative Agent or such other Lender as it may designate, and (b) otherwise at the expense of the Lenders; *provided*, *however*, that when a Default or Event of Default has occurred and is continuing the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the sole expense of the Borrower at any time during normal business hours and without advance notice.

6.11 Compliance with ERISA. Do, and cause each of its ERISA Affiliates to do, each of the following: (a) maintain each Plan in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state law; (b) cause each Plan which is qualified under Section 401(a) of the Code to maintain such qualification; and (c) make all required contributions to any Plan subject to Section 412 of the Code, in each case unless the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

6.12 Use of Proceeds. Use the entire amount of the proceeds of the Loans and other Credit Extensions as provided in *Section 5.21 (Use of Proceeds)*.

6.13 Conduct of Business; Maintain Principal Line of Business. Except with respect to a Securitization Entity, continue at all times to (a) conduct its business in the ordinary course, (b) engage principally in a Permitted Business and (c) use its reasonable efforts, in the ordinary course, to preserve its business and the goodwill and business of the customers, advertisers, suppliers and others having business relations with the Borrower or any of its Subsidiaries, except in each case where the failure to comply with the covenants in each of *clauses (a), (b)* and *(c)* above would not, in the aggregate, have a Material Adverse Effect.

6.14 New Subsidiaries and Pledgors. (a) To the extent not delivered to the Administrative Agent on or before the Closing Date (including in respect of after-acquired property and Persons that become Subsidiaries of any Loan Party after the Closing Date), the Borrower agrees promptly (and in any event, within 60 days of the Closing Date or the date of acquisition of such property or Persons (or such later date as may be agreed to by the Agents)) to do, or cause each Subsidiary of the Borrower to do, each of the following, unless otherwise agreed by the Agents:

(i) deliver to the Administrative Agent such duly-executed supplements and amendments to the Guaranty (or, in the case of any Subsidiary of any Loan Party that is not a Domestic Subsidiary or that holds shares in any Person that is not a Domestic Subsidiary, foreign guarantees and related documents), in each case in form and substance reasonably satisfactory to the Agents and as the Agents deem necessary or advisable in order to ensure that each Domestic Subsidiary of each Loan Party and each material Direct Foreign Subsidiary which has guaranteed any Indebtedness of the Borrower guarantees, as primary obligor and not as surety, the full and punctual payment when due of the Obligations or any part thereof; *provided, however*, that in no event shall any Foreign Subsidiary be required to guaranty the payment of the Obligations, unless (x) the Borrower and the Agents otherwise agree or (y) such Foreign Subsidiary has guarantied any Indebtedness of the Borrower;

(ii) deliver to the Administrative Agent such duly-executed joinder and amendments to the Pledge and Security Agreement and, if applicable, other Collateral Documents (or, in the case of any such Subsidiary of any Loan Party that is not a Domestic Subsidiary or that holds shares in any Person that is not a Domestic Subsidiary, foreign charges, pledges, security agreements and other Collateral Documents), in each case in form and substance reasonably satisfactory to the Agents and as the Agents deem necessary or advisable in order to (A) effectively grant to the Administrative Agent, for the benefit of the Secured Parties, a valid, perfected and enforceable first-priority security interest in the Stock and Stock Equivalents and other debt Securities owned by the Borrower or any Guarantor and (B) effectively grant to the Administrative Agent, for the benefit of the Secured Parties, a valid, perfected and enforceable first-priority security interest in all property interests and other assets of any Borrower or any Guarantor (or Person who becomes a Guarantor); provided, however, that in no event shall the Borrower or any Guarantor be required to pledge (I) in excess of 65% of the outstanding Voting Stock of any Direct Foreign Subsidiary, (II) unless such Stock is otherwise held by the Borrower

or any Guarantor, any of the Stock of any Non-U.S. Person that is a Subsidiary of such direct Subsidiary, (III) solely to the extent that any Domestic Person that is an International Holding Company or a "disregarded entity" for purposes of the Code (each such International Holding Company or "disregarded entity", a "***Specified Entity***") owns the Equity Securities of any Non-U.S. Person, (A) any Voting Stock of such Specified Entity in excess of 65% of the total outstanding Voting Stock of such Specified Entity and (B) all of the Voting Stock that such Specified Entity owns in its Subsidiaries that are Non-U.S. Persons or (IV) any assets of any Foreign Subsidiary, unless (x) in the case of any of the foregoing *clauses (I), (II), (III)* or *(IV)*, the Borrower and the Agents otherwise agree or (y) in the case of any of the foregoing clauses *(I), (II)* or *(IV)*, the pledgor thereof is a Foreign Subsidiary and a Guarantor;

(iii) deliver to the Administrative Agent all certificates, instruments and other documents representing all Pledged Stock, Pledged Notes and all other Stock, Stock Equivalents and other debt Securities being pledged pursuant to the joinders, amendments and foreign agreements, if any, executed pursuant to *clause (ii)* above, together with (A) in the case of certificated Pledged Stock and other certificated Stock and Stock Equivalents, undated stock powers endorsed in blank and (B) in the case of Pledged Notes and other certificated debt Securities, endorsed in blank, in each case executed and delivered by a Responsible Officer of such Loan Party or such Subsidiary thereof, as the case may be;

(iv) to take such other actions necessary or advisable to ensure the validity or continuing validity of the guaranties required to be given pursuant to *clause (i)* above or to create, maintain or perfect the security interest required to be granted pursuant to *clause (ii)* above, including the filing of UCC financing statements in such jurisdictions as may be required by the Collateral Documents or by Law or as may be reasonably requested by the Agents;

(v) if requested by the Agents, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Agents.

(b) Notwithstanding anything contained in *Section 6.14(a)* above, so long as no Default or an Event of Default has occurred and is continuing, no Immaterial Subsidiary acquired after the Closing Date shall be required to be a Guarantor and neither the Borrower nor any Guarantor shall be required to deliver to the Administrative Agent the certificates evidencing the Stock or Stock Equivalents of any such Immaterial Subsidiary owned by such Person; *provided* that in the event any Subsidiary ceases at any time to be an Immaterial Subsidiary, not later than 30 days after such Subsidiary ceases to be an Immaterial Subsidiary (or such later date as may be agreed to by the Agents), (i) such Subsidiary shall comply with the provisions of *Section 6.14(a)* and (ii) the Borrower or the applicable Guarantor shall deliver to the Administrative Agent the certificates evidencing the Stock or Stock Equivalents of such Subsidiary owned by the Borrower or such Guarantor in accordance with *Section 6.14(a)* above.

(c) Notwithstanding anything contained in *Section 6.14(a)* above, no Securitization Entity shall be required at any time (i) to be a Guarantor hereunder or (ii) to comply with any of the provisions of *Section 6.14(a)*; *provided*, that the Borrower or any Guarantor holding the Stock or Stock Equivalents of any Subsidiary that is a Securitization Entity shall be required to deliver to the Administrative Agent the certificates evidencing the Stock or Stock Equivalents of such Securitization Entity owned by such Person; and *provided, further*, that in the event any such Subsidiary ceases at any time to be a Securitization Entity, not later than 30 days after such Subsidiary ceases to be a Securitization Entity (or such later date as may be agreed by the Agents),

such Subsidiary shall comply with the provisions of *Section 6.14(a)*, unless such Securitization Entity is an Immaterial Subsidiary.

6.15 [Reserved].

6.16 Real Property.

(a) (i) Comply in all material respects with all of their respective material obligations under all of their respective Leases relating to material manufacturing facilities now or hereafter held respectively by them and (ii) not assign or sublet any Lease if such assignment or sublet would have a Material Adverse Effect.

(b) Upon written request of the Administrative Agent, the Borrower shall, and shall cause such Subsidiary to, provide environmental information to the Agents with respect to any material Real Property initially leased or acquired after the Closing Date by the Borrower or any Guarantor, in form and substance satisfactory to the Agents, showing no conditions that could reasonably be expected to give rise to Environmental Liabilities that, in the aggregate for all such Real Property leased or acquired after the Closing Date, are in excess of the Threshold Amount.

6.17 Interest Rate Contracts. The Borrower shall, within 120 days after the Closing Date, enter into one or more Swap Contracts (including Swap Contracts existing on the Closing Date), on terms and with counterparties reasonably satisfactory to the Agents, covering a notional amount sufficient to ensure that at least 30% of the sum of (i) the aggregate outstanding principal amount of the Term Loan *plus* (ii) the aggregate outstanding principal amount of the Subordinated Indebtedness, is effectively paid on a fixed rate basis for a period of at least 3 years after the Closing Date.

6.18 Control Accounts; Approved Deposit Accounts.

(a) The Borrower shall, and shall cause each of its Subsidiaries, with the exception of any Foreign Subsidiary, Immaterial Subsidiary or Securitization Entity, to (i) deposit in an Approved Deposit Account all cash they receive, (ii) not establish or maintain any Securities Account that is not subject to a Securities Account Control Agreement and (iii) not establish or maintain any Deposit Account other than with a Deposit Account Bank; *provided, however*, that the Borrower and each of its Subsidiaries may (x) maintain payroll, withholding tax and other fiduciary accounts in Deposit Accounts that are not Approved Deposit Accounts and (y) maintain Deposit Accounts which are not subject to a Deposit Account Control Agreement and Securities Accounts which are not subject to a Securities Account Control Agreement, in each case, as long as the sum of the aggregate balance in all such Deposit Accounts and the aggregate value of all such financial assets and other property in all such Securities Accounts does not exceed $25,000,000; *provided, further*, that notwithstanding the foregoing, the provisions of this *Section 6.18(a)* shall not apply to the Collection Account.

(b) The Administrative Agent may establish one or more Cash Collateral Accounts with such Deposit Account Banks or Securities Intermediaries as it in its reasonable discretion shall determine; *provided, however*, that no Cash Collateral Account shall be established with respect to the assets of any Foreign Subsidiary, Immaterial Subsidiary or Securitization Entity. The Borrower agrees that each such Cash Collateral Account shall meet the requirements set forth in the definition of "Cash Collateral Account". Without limiting the foregoing, funds on deposit in any Cash Collateral Account may be invested (but the Administrative Agent shall be under no obligation to make any such investment) in Eligible Securities at the direction of the Administrative Agent and, except during the continuance of an Event of Default, the Administrative Agent agrees with the Borrower to issue Entitlement Orders for such investments in Eligible Securities as requested by the Borrower; *provided, however*, that the Administrative Agent shall not have any responsibility for, or bear any risk of loss of, any such investment or income thereon. None of the Borrower or any Subsidiary of the Borrower or any Person claiming on behalf of or through the Borrower or any Subsidiary of the Borrower shall have any right to demand payment of any funds held in any Cash Collateral Account at any time prior to the termination of all outstanding Letters of Credit and the payment in full of all then outstanding and payable monetary Obligations. The Administrative Agent shall apply all funds on deposit in a Cash Collateral Account as provided in *Section 2.06(e) (Mandatory Prepayments)*.

6.19 Immaterial Subsidiaries. The Borrower may from time to time designate any one or more of its Domestic Subsidiaries as an Immaterial Subsidiary (or withdraw any such designation) by delivering a written notice of such designation (or withdrawal of designation) to the Administrative Agent on or prior to the date of such designation. Any such notice shall (a) specify the effective date of such designation or withdrawal of designation, (b) specify each Subsidiary so designated pursuant to such notice, (c) specify each Subsidiary with respect to which its previous designation as an Immaterial Subsidiary is being withdrawn, (d) specify a list of all Subsidiaries which are Immaterial Subsidiaries after giving effect to such designation or withdrawal of designation, as the case may be, (e) certify that no Default or Event of Default shall have occurred and be continuing before and immediately after giving effect to such designation or withdrawal of designation or would result therefrom and (f) certify compliance with *clauses (i)* and *(ii)* of the definition of "Immaterial Subsidiary" and, upon the request of either Agent, provide supporting calculations in reasonable detail.

6.20 Further Assurances. At the Borrower's cost and expense, upon the reasonable request of the Administrative Agent, duly execute and deliver or cause to be duly executed and delivered, to the Administrative Agent such further instruments, documents, certificates, financing and continuation statements, and do and cause to be done such further acts that may be reasonably necessary or advisable in the reasonable opinion of the Administrative Agent to carry out more effectively the provisions and purposes of this Agreement, the Guaranty, the Collateral Documents and the other Loan Documents.

ARTICLE VII

NEGATIVE COVENANTS

So long as any Lender shall have any Revolving Credit Commitment hereunder, any Loan or other Obligation shall remain unpaid or unsatisfied (other than Contingent Obligations consisting of continuing indemnities and other Contingent Obligations of the Borrower or any Guarantor that may be owing to the Lenders pursuant to the Loan Documents and expressly survive termination of this Agreement), or any Letter of Credit shall remain outstanding, the Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist, any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following (collectively, the "***Permitted Liens***"):

(a) Liens created or arising pursuant to the Collateral Documents or any other Loan Document;

(b) Liens existing as of the Closing Date and listed on *Schedule 7.01 (Existing Liens)* and any renewals or extensions thereof, *provided* that the property covered thereby is not increased and any renewal or extension of the obligations secured or benefited thereby is permitted by *Section 7.03(b) (Indebtedness*);

(c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(d) statutory Liens of landlords who are not subject to a Collateral Access Agreement, carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business for amounts which are not overdue for a period of more than 30 days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(e) statutory Liens in respect of the Employee Plans (as defined in the Canadian Credit Agreement) and the Statutory Plans (as defined in the Canadian Credit Agreement) incurred in the ordinary course of business and any pledges or deposits in the ordinary course of business in connection with workers' compensation, employment and unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;

(f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, or arising as a result of process payments under government contracts to the extent required or imposed by applicable Laws, all to the extent incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the Real Property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person conducted and proposed to be conducted at such Real Property;

(h) Liens securing judgments for the payment of money in an aggregate amount not in excess of $50,000,000 (except to the extent covered by independent third-party insurance as to which the insurer has acknowledged in writing its obligation to cover), unless any such judgment remains undischarged for a period of more than 30 consecutive days during which execution is not effectively stayed;

(i) Liens securing Indebtedness owing by any Subsidiary that is not a Guarantor to the Borrower or any Guarantor;

(j) encumbrances arising under Leases or subleases of Real Property that do not, in the aggregate, materially detract from the value of such Real Property to the business, operations or condition (financial or otherwise) of the applicable Person or materially interfere with the ordinary conduct of the business of the applicable Person conducted and proposed to be conducted at such Real Property;

(k) financing statements with respect to a lessor's rights in and to personal property leased to such Person in the ordinary course of such Person's business;

(l) (i) Liens securing Indebtedness permitted under *Section 7.03(d) (Indebtedness)*; provided that (A) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and (B) the Indebtedness secured thereby (x) is not less than 75% of the cost of property acquired on the date of acquisition and (y) does not exceed the cost or Fair Market Value, whichever is lower, of the property being acquired on the date of acquisition; and (ii) any Lien securing the renewal, extension, refinancing or refunding of any such Indebtedness without any change in the assets subject to such Lien and to the extent such renewal, extension, refinancing or refunding is permitted by *Section 7.03 (Indebtedness)*;

(m) Liens granted pursuant to the Coleman IRB Documents; provided, that such Liens attach only to the property that is financed with the proceeds of the Coleman IRB Bonds;

(n) Liens granted by Coleman on its whole life insurance policies to secure cash surrender value loans to the extent permitted under *Section 7.03(l) (Indebtedness)*;

(o) Liens on assets of any Subsidiary securing Indebtedness of such Subsidiary to the extent such Indebtedness is permitted by *Section 7.03(k) (Indebtedness)*;

(p) Liens granted by a Subsidiary in favor of a licensor under any Intellectual Property license agreement entered into by such Subsidiary, as licensee, in the ordinary course of such Subsidiary's business; *provided*, that (i) such Liens do not encumber any property other than the Intellectual Property licensed by such Subsidiary pursuant to the applicable license agreement and the property manufactured or sold by such Subsidiary utilizing such Intellectual Property and (ii) the value of the property subject to such Liens does not, at any time, exceed the Dollar Equivalent of $3,000,000 in the aggregate;

(q) Liens existing on assets acquired by the Borrower or any of its Subsidiaries pursuant to any Permitted Acquisition; *provided*, that (i) such Liens secure Indebtedness permitted pursuant to *Section 7.03 (Indebtedness)* and (ii) such Liens attach at all times only to the same assets to which such Liens attached (and after-acquired property that is affixed or incorporated into the property covered by such Lien), and secure only the same Indebtedness or obligations that such Liens secured immediately prior to such Permitted Acquisition;

(r) prior to the date on which the applicable Permitted Acquisition is consummated, Liens arising from any escrow arrangement, on terms and conditions satisfactory to the Agents, pursuant to which the proceeds of any Equity Issuance or other funds used to finance all or a portion of such Permitted Acquisition are required to be held in escrow pending release to consummate such Acquisition;

(s) licenses of Intellectual Property granted by the Borrower or any of its Subsidiaries to the extent such licenses are permitted by *Section 7.05 (Dispositions)*;

(t) Liens on (i) the assets of a Securitization Entity securing Indebtedness owing by any Securitization Entity pursuant to any Permitted Receivables Financing and (ii) any right, title and interest of any Originator (as such term is defined in the Securitization Facility Documents) in any Receivables and Related Assets transferred or intended to be transferred by such Originator pursuant to the Securitization Facility Documents; and

(u) additional Liens so long as the aggregate principal amount of the obligations secured thereby does not exceed $75,000,000 at any time outstanding.

Notwithstanding anything to the contrary in the foregoing, except for Liens granted to the Administrative Agent pursuant to the Collateral Documents, none of the Borrower or any other Loan Party shall create, incur, assume or suffer to exist any pledge of, or any other Lien upon, the Equity Securities of any International Holding Company or any Foreign Subsidiary of any International Holding Company.

7.02 Investments. Make any Investments, except:

(a) Investments that are existing as of the Closing Date and listed on *Schedule 7.02 (Existing Investments)*;

(b) Investments held by the Borrower or such Subsidiary in the form of cash or Eligible Securities or cash equivalents (as defined pursuant to GAAP) and, to the extent required pursuant to *Section 6.18 (Control Accounts; Approved Deposit Accounts)*, held in a Deposit Account or a Securities Account with respect to which the Administrative Agent for the benefit of the Secured Parties has a first priority perfected Lien (subject to Permitted Liens arising by operation of Law);

(c) loans or advances to officers, directors and employees of the Borrower or any Subsidiaries of the Borrower for travel, entertainment, relocation and analogous ordinary business purposes and in the ordinary course of business as presently conducted, other than any loans or advances that would be in violation of Section 402 of the Sarbanes-Oxley Act; *provided*, *however*, that the aggregate principal amount of all such loans and advances permitted pursuant to this *clause (c)* shall not exceed the Dollar Equivalent of $2,000,000 at any time outstanding;

(d) Investments of (i) any Subsidiary in the Borrower, (ii) the Borrower or any Subsidiary in a Guarantor, (iii) any Subsidiary that is not a Guarantor in another Subsidiary that is not a Guarantor, or (iv) the Borrower or any Guarantor in any Subsidiary or Joint Venture that is not a Guarantor in an amount not to exceed the Dollar Equivalent of the sum of (a) $50,000,000 and (b) the Applicable Amount in the aggregate at any time outstanding; provided that any Indebtedness in respect of such Investment is permitted under *Section 7.03(e) (Indebtedness)*;

(e) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the sale or lease of goods or services in the ordinary course of business and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(f) Investments permitted by *Section 7.04 (Fundamental Changes)*;

(g) Investments permitted by *Section 7.07 (Restricted Payments)*;

(h) Investments in Permitted Acquisitions;

(i) Investments in Heracleo Naipes Fournier, a Subsidiary of Bicycle, in an amount not to exceed the Dollar Equivalent of $10,000,000;

(j) Investments constituting Contingent Obligations permitted by *Section 7.03 (Indebtedness)*;

(k) Investments under Swap Contracts mandated by *Section 6.17 (Interest Rate Contracts)* and other Swap Contracts not otherwise prohibited by this Agreement;

(l) Investments made by Coleman under the Coleman IRB Documents, *provided* that the Coleman IRB Bonds are pledged to the Administrative Agent for the benefit of the Secured Parties; and

(m) Investments pursuant to the Intropack Agreement in an aggregate amount not to exceed $7,500,000;

(n) Investments in a Captive Insurance Entity; *provided*, *however*, that the aggregate amount of all such Investments made (i) during the period commencing on the date the Captive Insurance Entity is created and ending on the last day of the fiscal year in which such Captive Insurance Entity is created shall not exceed an amount to be agreed upon by the Agents and the Borrower and (ii) during each fiscal year thereafter shall not exceed an amount to be agreed upon by the Agents and the Borrower;

(o) Investments made or arising under or in connection with a Permitted Receivables Financing; *provided*, that the cash component of such Investments shall not exceed an aggregate principal amount of $1,000,000 at any time outstanding; and

(p) other Investments in an aggregate outstanding principal amount not to exceed, at any time, the Dollar Equivalent of $75,000,000.

7.03 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness other than:

(a) Indebtedness under the Loan Documents (other than in respect of Swap Contracts);

(b) Indebtedness under the Subordinated Notes, the AHI Assumed Indebtedness and the other Indebtedness outstanding as of the Closing Date and all as disclosed on *Schedule 7.03 (Outstanding Indebtedness)* and any refinancings, refundings, renewals or extensions thereof; *provided*, *however*, that any such refinancing, renewal, refunding or extension is in an aggregate principal amount not greater than the principal amount (plus any interest or premium outstanding thereon) of, and is on terms no less favorable (taken as a whole) to the Borrower or the applicable Subsidiary, including as to weighted average maturity, than the Indebtedness being refinanced, renewed, refunded or extended;

(c) Contingent Obligations of (i) the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Guarantor, (ii) any Subsidiary that is not a Guarantor in respect of Indebtedness otherwise permitted hereunder of any Subsidiary, *provided* that with respect to each of the foregoing *clauses (i)* and *(ii)*, such Contingent Obligations with respect to Indebtedness that is subordinated to the Obligations shall be subordinated to the same or greater extent, and (iii) the Borrower or any Subsidiary in the form of customary and commercially reasonable indemnification obligations incurred in good faith in connection with any Prior Acquisition, any Permitted Acquisition or otherwise in connection with Contractual Obligations entered into in the ordinary course of business;

(d) Indebtedness in respect of Capital Leases, Synthetic Lease Obligations and purchase money obligations for fixed or capital assets within the limitations set forth in *Section 7.01(l) (Liens)*; *provided*, *however*, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed the Dollar Equivalent of $100,000,000;

(e) Indebtedness (i) of the Borrower or any Guarantor owing to the Borrower or any Guarantor, (ii) of any Subsidiary that is not a Guarantor owing to the Borrower or any Subsidiary, and (iii) of the Borrower or any Guarantor owing to any Subsidiary that is not a Guarantor in an aggregate principal amount not to exceed the Dollar Equivalent of $35,000,000 at any time outstanding for all such Indebtedness permitted under this *clause (iii)*;

(f) Indebtedness of the Borrower arising under (i) the Series C Preferred Stock issued to the Sponsor and outstanding on the Closing Date and (ii) other Stock or Stock Equivalents issued by the Borrower so long as there is no obligation to purchase, redeem, retire, defease or otherwise purchase such Equity Securities prior to the one year anniversary of the Term Loan Maturity Date;

(g) obligations under Swap Contracts mandated by *Section 6.17 (Interest Rate Contracts)* and other Swap Contracts not otherwise prohibited by this Agreement; provided, that such Swap Contracts do not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party;

(h) unsecured Indebtedness that is subordinated in right of payment to the Obligations hereunder and otherwise on terms and conditions reasonably acceptable to the Agents; provided, that such Indebtedness shall not be permitted to be incurred unless, both immediately before and after the incurrence of such Indebtedness, (i) the Borrower shall be in compliance with the financial covenants specified in *Section 7.13 (Financial Covenants)* on a pro forma basis after giving effect to such incurrence, as shall be certified by a Responsible Officer of the Borrower, together with supporting

calculations in reasonable detail. (ii) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (iii) all representations and warranties contained in *Article V (Representations and Warranties)* and in the other Loan Documents shall be true and correct in all material respects as though made on and as of the date of such incurrence, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date;

(i) any Permitted Acquisition Earn-Out and any Prior Acquisition Earn-Out;

(j) Indebtedness arising under any performance or surety bond or obligations in respect of letters of credit related thereto, in each case entered into in the ordinary course of business;

(k) Indebtedness incurred by (i) the Borrower or any Domestic Subsidiary of the Borrower, in an aggregate outstanding principal amount for all such Persons not to exceed the Dollar Equivalent $75,000,000 at any time, (ii) any Foreign Subsidiary of the Borrower (including, without duplication, any Contingent Obligations of any Guarantor or any other Foreign Subsidiary in respect thereof) to the extent that the Dollar Equivalent of the aggregate outstanding principal amount of such Indebtedness (including any Indebtedness incurred pursuant to a Local Credit Facility, including but not limited to the Canadian Credit Agreement and the Spanish Credit Agreement) for all such Persons does not exceed the Dollar Equivalent of $200,000,000 at any time, and (iii) Local Credit Facility Guaranty Obligations of the Borrower in respect of any Local Credit Facility permitted under this Agreement; *provided*, *however*, that neither the incurrence of any Local Credit Facility nor the incurrence of any Local Credit Facility Guaranty Obligations shall be permitted unless, both immediately before and after the incurrence thereof, (A) the Borrower shall be in compliance with the financial covenants specified in *Section 7.13 (Financial Covenants)* on a pro forma basis after giving effect to such Indebtedness, (B) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (C) all representations and warranties contained in *Article V (Representations and Warranties)* and in the other Loan Documents shall be true and correct in all material respects; *provided*, *further*, that in the case of the foregoing *clause (ii)*, the Local Lenders in respect of each Local Credit Facility shall (either directly or indirectly by the applicable Local Agent) become bound by the terms of the Local Credit Facility Intercreditor Agreement;

(l) loans made to Coleman by the insurers under Coleman's whole life insurance policies; provided, that such loans shall not be permitted unless (x) the amount of each such loan made with respect to a particular whole life insurance policy shall not exceed the cash surrender value of such policy, (y) the proceeds of each such loan shall be used to prepay in full the premiums due to the insurer for such policy and (z) such loan shall be secured by a Lien only on such policy;

(m) Indebtedness arising under Factoring Arrangements in an aggregate outstanding principal amount not to exceed $80,000,000;

(n) Indebtedness incurred by any Securitization Entity and arising under or in connection with a Permitted Receivables Financing; and

(o) Notwithstanding anything to the contrary in the foregoing, to the extent that the approval of the holders of the Sponsor Preferred Stock is required to be obtained pursuant to the Certificates of Designations in order for the Borrower or its Subsidiaries to incur any of the Indebtedness described in the preceding *clauses (b)* through *(m)*, the Borrower and such Subsidiaries shall not be permitted to incur such Indebtedness unless and until such approval shall have been obtained, as shall be certified to the Administrative Agent by a Responsible Officer of the Borrower.

7.04 Fundamental Changes.

Except in connection with a Permitted Acquisition or a Permitted Intercompany Merger, (i) merge with any Person, (ii) consolidate with any Person, (iii) acquire all or substantially all of the Stock or Stock Equivalents of any Person or (iv) acquire all or substantially all of the assets of any Person or all or substantially all of the assets constituting the business of a division, branch or other unit operation of any Person.

7.05 Dispositions. In each case subject to *Section 7.20 (Status of Borrower)*, make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions by the Borrower or any Subsidiary of equipment or Real Property which is replaced by equipment or Real Property of substantially equivalent or greater utility and value within 90 days of the date of Disposition thereof, *provided* that if the Dollar Equivalent of the Fair Market Value of the property so disposed of is greater than the Dollar Equivalent of $30,000,000, the Administrative Agent shall have received notice of such Disposition from the Borrower not less than 20 days prior to the consummation of such Disposition;

(d) Dispositions of property (i) by any Subsidiary to the Borrower (to the extent permitted by *Section 7.20 (Status of Borrower)*) or to a Guarantor, (ii) by the Borrower or any Guarantor to the Borrower (to the extent permitted by *Section 7.20 (Status of Borrower)*) or to any Guarantor, and (iii) by any Subsidiary that is not a Guarantor to any other Subsidiary that is not a Guarantor; and

(e) Dispositions permitted by *Section 7.04 (Fundamental Changes)*;

(f) the lease or sublease of Real Property not constituting Indebtedness and not constituting a sale and leaseback transaction;

(g) assignments and licenses of Intellectual Property of the Borrower and its Subsidiaries in the ordinary course of business;

(h) Dispositions of the Real Property and personal property of (i) the AHI Companies located at their facilities in Hattiesburg, Mississippi and Matamoros, Mexico and (ii) THG located at its facility in Milford, Massachusetts;

(i) the sale, transfer, contribution, other disposition or discounting of Receivables and Related Assets in connection with a Permitted Receivables Financing; and

(j) Dispositions not otherwise permitted by *clauses (a)* through *(i)* above for Fair Market Value, *provided*, *however*, that (i) with respect to any such Disposition pursuant to this *clause (j)*, the Dollar Equivalent of the consideration received in respect of all such property so Disposed in any fiscal year of the Borrower shall not exceed (x) in the case of any such Disposition described on *Schedule 7.05 (Certain Dispositions)*, $15,000,000 and (y) in the case of any other such Dispositions, the Dollar Equivalent of up to $25,000,000 in any fiscal year of the Borrower and (ii) the Net Proceeds therefrom are applied as provided in *Section 2.06(e)(iii) (Mandatory Prepayments)*; *provided*, *further*, that, without increasing the $25,000,000 annual limit provided in *clause (i)(y)* of the immediately preceding proviso, the first $15,000,000 of aggregate Net Proceeds in each fiscal year of the Borrower realized from the Disposition of Excluded Accounts (as defined in the Pledge and Security Agreement) under all Factoring Arrangements shall not be required to be applied as a prepayment as would otherwise be required under *Section 2.06(e)(iii) (Mandatory Prepayments)*.

7.06 [Reserved].

7.07 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that:

(a) (i) each Guarantor may make Restricted Payments to the Borrower and to other Guarantors, and (ii) each Subsidiary that is not a Guarantor may make Restricted Payments to other Subsidiaries and the Borrower;

(b) the Borrower and each Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock of such Person;

(c) the Borrower may pay dividends paid in kind and not in cash;

(d) [Reserved];

(e) the Borrower may repurchase shares of its common stock at any time prior to the Term Loan Maturity Date, in an aggregate amount not to exceed the sum of (i) $200,000,000 for all such repurchases after the Seventh Amendment Effective Date and (ii) the Applicable Amount at the time of such repurchase; *provided*, *however*, that no such repurchase shall be permitted unless both immediately before and after the making of any such repurchase, and *pro forma* for each such stock repurchase, (x) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (y) all representations and warranties contained in *Article V (Representations and Warranties)* and in the other Loan Documents shall be true and correct in all material respects;

(f) [Reserved]; and

(g) the Borrower may make Restricted Payments at any time during any fiscal year not otherwise permitted pursuant to *clauses (a)* through *(f)* above in an aggregate amount not in excess of the Applicable Amount at such time; provided, that so long as both immediately before and after the making of any such Restricted Payment, and *pro forma* for each such Restricted Payment, (i) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (ii) all representations and warranties contained in *Article V (Representations and Warranties)* and in the other Loan Documents shall be true and correct in all material respects.

Notwithstanding anything to the contrary in *Section 7.07* (*d)* above, if at any time the Borrower shall have been prohibited from making any dividends or other distributions in respect of the Sponsor Preferred Stock, the Borrower shall be permitted to make such payment in arrears; *provided*, that at the time of making such payment in arrears, the Borrower is in compliance with the requirements of this *Section 7.07* on a pro forma basis after giving effect to such proposed Restricted Payment.

7.08 ERISA. At any time engage in a transaction which could be subject to Section 4069 or 4212(c) of ERISA, or permit any Plan to (a) engage in any non-exempt "prohibited transaction" (as defined in Section 4975 of the Code); (b) fail to comply with ERISA or any other applicable Laws; or (c) incur any material "accumulated funding deficiency" (as defined in Section 302 of ERISA), which, with respect to each event listed above, could reasonably be expected to have a Material Adverse Effect.

7.09 Change in Nature of Business. Engage in any material line of business other than a Permitted Business.

7.10 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower, other than (a) transactions between Loan Parties, (b) Permitted Intercompany Mergers and other intercompany transactions expressly permitted by this Agreement, (c) pursuant to a Permitted Receivables Financing and (d) (i) for compensation and upon fair and reasonable terms with Affiliates in transactions that are otherwise permitted hereunder and (ii) transactions with the Captive Insurance Entity that are within the scope of the purpose for which such Person was formed, in the case of each of *clauses (i)* and *(ii)*, on a basis no less favorable to the Borrower or a Subsidiary than would be obtained in a comparable arm's-length transaction with a Person other than an Affiliate.

7.11 Burdensome Agreements. Enter into any Contractual Obligation that limits the ability (a) of any Subsidiary to make Restricted Payments, loans or advances to the Borrower or any Guarantor or to otherwise transfer property to the Borrower or any Guarantor or (b) of the Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person, in each case, other than (i) those Contractual Obligations set forth on *Schedule 7.11 (Certain Burdensome Agreements)*, (ii) standard and customary negative pledge provisions in property acquired with the proceeds of any Capital Lease or purchase money financing that extend and apply only to such acquired property, (iii) standard and customary provisions restricting assignments, subletting or other transfers or encumbrances contained in leases, licenses and similar agreements entered into in the ordinary course of business (provided that such restrictions are limited to the property or assets secured by such Liens or the property or assets subject to such leases, licenses or similar agreements, as the case may be), (iv) any such prohibition or restriction arising under applicable Law, rule or regulation, (v) Contractual Obligations pursuant to any Permitted Receivables Financing, (including restrictions or conditions imposed on a Securitization Entity, other than on the pledge of the Stock of such Securitization Entity to secure the Secured Obligations pursuant to the Loan Documents); *provided*, that in each case such Contractual Obligations are reasonably acceptable to the Agents (it being agreed that the Contractual Obligations specified in the Securitization Facility Documents are acceptable to the Agents) and (vi) solely to the extent required by any Local Agent or the Local Lenders pursuant to the applicable Local Credit Facility Documents, customary restrictions in any Local Credit Facility Documents reasonably acceptable to the Agents.

7.12 Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose, *provided* that to the extent permitted by *Section 7.07(c)* (*Restricted Payments*), the proceeds of one or more Credit Extensions may be used by the Borrower to purchase stock of the Borrower so long as such purchase is made in compliance with Regulation U of the FRB and all other applicable Laws.

7.13 Financial Covenants.

(a) *Total Leverage Ratio*. At any time permit the Total Leverage Ratio determined as of the last day of any Four-Quarter Period of the Borrower set forth below to be greater than the ratio set forth below opposite such Four-Quarter Period:

FOUR-QUARTER PERIOD ENDING:	MAXIMUM TOTAL LEVERAGE RATIO
December 31, 2005	4.50 to 1.00
March 31, 2006	4.75 to 1.00
June 30, 2006	4.75 to 1.00
September 30, 2006	4.50 to 1.00
December 31, 2006	4.50 to 1.00
March 31, 2007	4.50 to 1.00
June 30, 2007	4.50 to 1.00
September 30, 2007	4.50 to 1.00
December 31, 2007	4.25 to 1.00

March 31, 2008	4.25 to 1.00
June 30, 2008	4.25 to 1.00
September 30, 2008	4.25 to 1.00
December 31, 2008	4.25 to 1.00
March 31, 2009	4.25 to 1.00
June 30, 2009	4.25 to 1.00
September 30, 2009	4.25 to 1.00
December 31, 2009 and each Four-Quarter Period ending thereafter	4.00 to 1.00

(b) *Interest Coverage Ratio*. Permit the Interest Coverage Ratio, as determined as of the last day of any Four-Quarter Period set forth below, to be less than the ratio set forth below opposite such Four-Quarter Period:

FOUR-QUARTER PERIOD ENDING:	MINIMUM INTEREST COVERAGE RATIO
March 31, 2007	2.00 to 1.00
June 30, 2007	2.00 to 1.00
September 30, 2007	2.00 to 1.00
December 31, 2007	2.00 to 1.00
March 31, 2008 and each Four-Quarter Period ending thereafter	2.00 to 1.00

(c) *Equity Cure Rights*. Notwithstanding anything to the contrary contained in this Agreement, in the event that the Borrower fails to comply with the requirements of the covenants contained in this *Section 7.13*, until the date of delivery of the related Compliance Certificate, the Borrower shall have the right to make, or cause to be made, an Equity Issuance (other than an Equity Issuance consisting of Disqualified Stock) (the "*Cure Right*"), and upon the receipt by the Borrower of the Net Proceeds of such Equity Issuance (the "*Cure Amount*") pursuant to the exercise by the Borrower of such Cure Right such covenant shall be recalculated giving effect to the following *pro forma* adjustments:

(i) Consolidated EBITDA shall be increased, in accordance with the definition thereof, solely for the purpose of measuring the relevant covenants set forth in this *Section 7.13* and not for any other purpose under this Agreement, by an amount equal to the Cure Amount;

(ii) if, after giving effect to the foregoing recalculation, the Borrower shall then be in compliance with the requirements of all of the covenants contained in this *Section 7.13*, the Borrower shall be deemed to have satisfied the requirements of the covenants contained

in this *Section 7.13* as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of the covenants contained in this *Section 7.13* which had occurred shall be deemed cured for all purposes of this Agreement and the other Loan Documents; and

(iii) to the extent that the Cure Amount proceeds are used to repay Indebtedness, such Indebtedness shall not be deemed to have been repaid for purposes of calculating the Total Leverage Ratio for the period with respect to which such Compliance Certificate applies;

provided, that (w) the Cure Amount used to calculate Consolidated EBITDA for one fiscal quarter shall be used when calculating Consolidated EBITDA for any fiscal period including such fiscal quarter, (x) the Borrower shall only be permitted to exercise the Cure Right if, commencing with the first Four-Quarter Period ending after the Seventh Amendment Effective Date, in each Four-Quarter Period, there shall be a period of at least two consecutive fiscal quarters in respect of which no Cure Right is exercised, (y) the Borrower shall have received the Cure Amount within 10 days following the delivery of the financial statements referred to in *Section 6.01(a) (Financial Statements)* which would result in non-compliance with the requirements of the covenants contained in this *Section 7.13* and (z) the Cure Amount shall not exceed the amount necessary to cause the Borrower to be in compliance with the relevant covenant set forth in this *Section 7.13*.

7.14 [Reserved].

7.15 Capital Expenditures. Make or become legally obligated to make Capital Expenditures which exceed in the aggregate in any fiscal year of the Borrower described below, the Dollar Equivalent of the amount set forth opposite each such period:

FISCAL YEAR ENDING	MAXIMUM CAPITAL EXPENDITURES
December 31, 2005	$100,000,000
December 31, 2006	$110,000,000
December 31, 2007	$110,000,000
December 31, 2008	$110,000,000
December 31, 2009	$110,000,000
December 31, 2010	$110,000,000
December 31, 2011 and thereafter	$110,000,000

; *provided* that to the extent that actual Capital Expenditures for any such fiscal year of the Borrower shall be less than the maximum amount set forth above for such fiscal year (without giving effect to the carryover permitted by this proviso), 50% of the difference between said stated maximum amount of Capital Expenditures and such actual Capital Expenditures shall, in addition, be available for Capital Expenditures in the immediately succeeding Fiscal Year; and *provided*, *further*, that payments made by

the Loan Parties pursuant to the Intropack Agreement shall not constitute Capital Expenditures under this Agreement unless and to the extent such payments exceed $7,500,000 in the aggregate over the life of the Intropack Agreement.

7.16 Change in Fiscal Year; Accounting Treatment. (a) Change its fiscal year or (b) its accounting treatment and reporting practices or tax reporting treatment, except as required or permitted by GAAP or any Law.

7.17 [Reserved].

7.18 [Reserved].

7.19 Subordinated Indebtedness. Unless consented to by the Required Lenders:

(a) prepay, redeem, purchase, repurchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Subordinated Indebtedness, in each case including pursuant to any change of control, sale of assets, issuance of any equity or otherwise as may be set forth in the terms therefor or available to the Borrower at its option; or

(b) amend, modify or change the terms of any Subordinated Indebtedness (or the Subordinated Indenture or any other material agreement or document entered into in connection therewith) if the effect of such amendment is to (i) increase the interest rate on such Subordinated Indebtedness, (ii) change the dates upon which payments of principal or interest are due on such Subordinated Indebtedness other than to extend such dates, (iii) change any default or event of default other than to delete or make less restrictive any default provision therein, or add any covenant with respect to such Subordinated Indebtedness, (iv) change the redemption or prepayment provisions of such Subordinated Indebtedness other than to extend the dates therefor or to reduce the premiums payable in connection therewith or (v) change or amend any other term if such change or amendment would materially increase the obligations of the obligor or confer additional material rights to the holder of such Subordinated Indebtedness in a manner adverse to the Borrower, any of its Subsidiaries, the Agents or any Lender;

provided that in any fiscal year, the Borrower may at any time prepay, redeem, purchase, repurchase, refinance, defease or otherwise satisfy prior to the scheduled maturity thereof (each such event a ***"Bond Repurchase"***) a principal amount of Subordinated Indebtedness not in excess of the Applicable Amount at such time, so long as both immediately before and after the making of any such Bond Repurchase, and pro forma for each such Bond Repurchase, (i) the

excess of the Aggregate Revolving Credit Commitments over the aggregate Outstanding Amount of all Revolving Loans, Swing Line Loans, Foreign Currency Loans and L/C Obligations shall equal or exceed the Dollar Equivalent of $40,000,000, (ii) no Default or Event of Default shall have occurred and be continuing and (iii) all representations and warranties contained in *Article V (Representations and Warranties)* and in the other Loan Documents shall be true and correct in all material respects; and *provided*, *further*, that, (x) notwithstanding any of the foregoing provisions of this *Section 7.19*, the Borrower may prepay, redeem, purchase, repurchase, defease or otherwise satisfy prior to the scheduled maturity thereof, any Subordinated Indebtedness (including, without limitation, the Subordinated Notes issued pursuant to the 2002 Indenture) in connection with any refinancing thereof permitted under *Section 7.03(b) (Indebtedness)* and (y) any such transaction pursuant to this proviso shall not be considered a Bond Repurchase for purposes of calculating the Applicable Amount.

7.20 Status of Borrower. The Borrower shall not at any time (a) operate any of its lines of business other than through its Subsidiaries, or own any assets other than (i) the Equity Securities of its Subsidiaries, (ii) cash and Eligible Securities and other Investments permitted under *Sections 7.02(b)*, *(c)* and *(d) (Investments)*, and (iii) such other property consistent with its sole function as a holding company, including the holding of intangible property or (b) engage in any other activities reasonably incidental to the foregoing.

7.21 Status of International Holding Companies. Permit any International Holding Company to own any assets or property, or engage in any business or activity, other than (i) being a Guarantor with respect to the Obligations under the Loan Documents and the obligations of the Borrower in respect of its Subordinated Indebtedness, (ii) holding the Equity Securities of such International Holding Company's Foreign Subsidiaries, (iii) owning such other property consistent with its sole function as a holding company and (iv) engaging in any other activities reasonably incidental to the foregoing.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) *Non-Payment*. The Borrower fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation, or (ii) within three days after the same becomes due interest on any Loan or on any L/C Obligation, or any commitment or other fee due hereunder, or (iii) within five days after the same becomes due, any other Obligation payable hereunder or under any other Loan Document; or

(b) *Specific Covenants*. The Borrower fails to perform or observe any term, covenant or agreement

(i) contained in any of *6.12 (Use of Proceeds)*, *6.14 (New Subsidiaries and Pledgors)* or *Section 7.13 (Financial Covenants)*; *provided* that any Event of Default under *Section 7.13* is subject to the Cure Right as contemplated by *Section 7.13(c) (Equity Cure Rights)*;

(ii) contained in any of *Section 6.05 (Preservation of Existence)*, *6.10 (Inspection Rights)*, *6.13 (Conduct of Business; Maintain Principal Lines of Business)* or *6.17 (Interest Rate Contracts)* or *Article VII (Negative Covenants)* (other than *Section 7.13 (Financial Covenants)*); *provided*, that if any such failure to observe any term, covenant or agreement in the foregoing provisions of this Agreement is capable of being cured within five (5) Business Days of the occurrence thereof, such event shall not be deemed an Event of Default until the end of the fifth Business Day following the occurrence thereof;

(iii) contained in any of *6.02 (Certificates; Other Information)* or *6.03 (Notices)* and such failure continues for ten (10) Business Days; or

(iv) or contained in any of *Section 6.01 (Financial Statements)* and such failure continues for thirty (30) days;

(c) *Other Defaults*. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in *clause (a)* or *(b)* above) contained in any Loan Document on its part to be performed or observed and such failure continues for thirty (30) days; or

(d) *Representations and Warranties*. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) *Cross-Default*. (i) The Borrower or any Subsidiary, other than a Securitization Entity, (A) fails to make any payment when due (whether by scheduled maturity, required

prepayment, acceleration, demand or otherwise) in respect of any Indebtedness or Contingent Obligation (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Dollar Equivalent equal to $50,000,000, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Contingent Obligation having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) or more than the Dollar Equivalent equal to $50,000,000, or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Contingent Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, (x) with respect to Indebtedness incurred other than in connection with a Permitted Receivables Financing, such Indebtedness to be demanded or to become due or to be repurchased or redeemed (automatically or otherwise) prior to its stated maturity, or (y) in the case of any Permitted Receivables Financing, terminate, or permit the termination of, such Permitted Receivables Financing by any purchaser or lender thereunder prior to the scheduled termination date thereof), or such Contingent Obligation to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which the Borrower or any Subsidiary is the "defaulting party" (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which the Borrower or any Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Borrower or such Subsidiary as a result thereof is greater than the Dollar Equivalent equal to $50,000,000; or (iii) there occurs any event of default under and as defined in the Subordinated Notes, any other Subordinated Indebtedness or any Subordinated Indenture which could reasonably result in liability exceeding the Dollar Equivalent equal to $50,000,000; or

(f) *Insolvency Proceedings, Etc*. The Borrower or any of its Subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) *Inability to Pay Debts; Attachment*. (i) The Borrower or any Subsidiary, other than a Securitization Entity, becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(h) *Judgments*. There is entered against the Borrower or any Subsidiary, other than a Securitization Entity, (i) one or more final judgments or orders for the payment of money in an aggregate amount exceeding the Dollar Equivalent equal to $50,000,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), or (ii) any non-monetary final judgment that has, or could reasonably be expected

to have, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) such judgments remain undischarged, unpaid or unstayed for a period of 60 days after such judgment or judgments become final and non-appealable; or

(i) *ERISA*. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the Borrower under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of the Dollar Equivalent equal to $50,000,000, or (ii) the Borrower or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of the Dollar Equivalent equal to $50,000,000; or

(j) *Invalidity of Loan Documents*. Any Loan Document, at any time after its execution and delivery and for any reason other than the agreement of all the Lenders or satisfaction in full of all the Obligations, ceases to be in full force and effect, or is declared by a court of competent jurisdiction to be null and void, invalid or unenforceable in any respect; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; or

(k) *Failure to Create Liens*. Any Collateral Document shall for any reason fail or cease to create a valid Lien on any Collateral having a Fair Market Value, individually or in the aggregate, in excess of $15,000,000 purported to be covered thereby or, except as permitted by the Loan Documents, such Lien shall fail or cease to be a perfected and first priority Lien or any Loan Party shall so state in writing; or

(l) *Change of Control*. There occurs any Change of Control.

8.02 Remedies Upon Event of Default. If any Event of Default occurs, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders,

(a) declare the Commitment of each Lender to make Loans, the Commitment of the Swing Line Lender to make Swing Line Loans, and any obligation of any L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such Commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(c) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof) plus the Letter of Credit fees payable with respect to such Letter of Credit (calculated at the Applicable Margin with respect to Revolving Loans that are Eurodollar Rate Loans then in effect for the period from the date of such cash collateralization until the expiry date of such Letter of Credit); and

(d) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable law;

provided, *however*, that upon the occurrence of any event specified in *clause (f)* of *Section 8.01 (Events of Default)*, the obligation of each Revolving Lender to make Revolving Loans and any obligation of any L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of any rights or remedies provided for in *Section 8.02 (Remedies Upon Event of Default)* (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to *Section 8.02 (Remedies Upon Event of Default)*), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to the reasonable expenses incurred in connection with retaking, holding, preserving, processing, maintaining or preparing for sale, lease or other disposition of, any Collateral, including reasonable attorney's fees and legal expenses pertaining thereto;

Second, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest) payable to the Administrative Agent in its capacity as such (including Attorney Costs and amounts payable under *Article III (Taxes, Yield Protection and Illegality*));

Third, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including Attorney Costs and amounts payable under *Article III (Taxes, Yield Protection and Illegality)*) or the Local Facility Agents or Local Lenders, ratably among them in proportion to the amounts described in this clause *Third* payable to them;

Fourth, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, L/C Borrowings and Local Loans, ratably among the Lenders and the Local Lenders in proportion to the respective amounts described in this clause Fourth payable to them;

Fifth, ratably among the Administrative Agent, the Lenders, the Local Facility Agents and the Local Lenders in proportion to the respective amounts described in this clause *Fifth* held by them, to (i) the payment of that portion of the Obligations constituting unpaid principal of the Loans, L/C Borrowings and Local Credit Facility Guaranty Obligations, (ii) the Administrative Agent for the account of the L/C Issuers to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit; provided that if the amounts available are insufficient to make all payments provided for in this clause *Fifth*, that portion allocable to clause (ii) shall be applied first to pay Outstanding Amounts of Loans, L/C Borrowings and Local Credit Facility Guaranty Obligations under clause (i) before being utilized to Cash Collateralize L/C Obligations, (iii) to the payment of that portion of the

Obligations constituting Cash Management Obligations owing to the Administrative Agent, any Lender or any Affiliate of any Lender and (iv) to the payment of Swap Termination Values owing to (x) any Lender or any Affiliate of any Lender arising under Related Swap Contracts and (y) any Local Facility Agent, Local Lender or an Affiliate of a Local Facility Agent or Local Lender arising under Local Related Swap Contracts, in each case, that shall have been terminated and as to which the Administrative Agent shall have received notice of such termination and the Swap Termination Value thereof from the applicable Lender, Affiliate of a Lender, Local Facility Agent, Local Lender or Affiliate of a Local Facility Agent or Local Lender;

Sixth, to the payment of all other Obligations of the Loan Parties owing under or in respect of the Loan Documents that are due and payable to the Administrative Agent and the other Secured Parties, or any of them, on such date, ratably based on the respective aggregate amounts of all such Obligations owing to the Administrative Agent and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

Subject to *Section 2.04(c) (Drawings and Reimbursements; Funding of Participations)*, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to *clause Fifth* above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as cash collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

ARTICLE IX

AGENTS

9.01 Appointment and Authorization of Administrative Agent and Syndication Agent.

(a) Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term “agent” herein and in the other Loan Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) Each Lender hereby irrevocably appoints, designates and authorizes the Syndication Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, the Syndication Agent shall not have any duties or responsibilities, except

those expressly set forth herein, nor shall the Syndication Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Syndication Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Loan Documents with reference to the Syndication Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(c) Each L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and each L/C Issuer shall have all of the benefits and immunities (i) provided to the Agents in this *Article IX (Agents)* with respect to any acts taken or omissions suffered by such L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and the Letter of Credit Applications pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in this *Article IX (Agents)* and in the definition of "Agent-Related Person" included such L/C Issuer with respect to such acts or omissions, and (ii) as additionally provided herein with respect to any L/C Issuer.

9.02 Delegation of Duties. Each of the Administrative Agent and the Syndication Agent may execute any of its respective duties under this Agreement or any other Loan Document by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. Neither the Administrative Agent nor the Syndication Agent shall be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

9.03 Liability of Agents. No Agent-Related Person shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except to the extent found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from such Person's own gross negligence or willful misconduct in connection with its duties expressly set forth herein), or (b) be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party or any Affiliate thereof.

9.04 Reliance by Administrative Agent.

(a) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Loan Party), independent accountants and other experts selected by the Agents. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all

purposes unless such Note shall have been transferred in accordance with *Section 10.07 (Assignments and Participations)* and all actions required by such Section in connection with such transfer shall have been taken. Each Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or such greater or other number or group of Lenders as may be expressly required hereby in any instance) as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater or other number or group of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and participants.

(b) For purposes of determining compliance with the conditions specified in *Section 4.01 (Conditions Precedent to Initial Credit Extensions)*, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Agents shall have received notice from such Lender prior to the anticipated Closing Date specifying its objection thereto.

9.05 Notice of Default. No Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except, in the case of the Administrative Agent, with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders, unless the Agents shall have received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." The Administrative Agent will notify the Lenders of its receipt of any such notice from a Lender, the Borrower or the Syndication Agent, as the case may be. The Administrative Agent shall take such action with respect to such Default or Event of Default as may be directed by the Required Lenders (or such greater or other number or group of Lenders as may be expressly required hereby in any instance) in accordance with *Article VIII (Events of Default and Remedies)*; *provided*, *however*, that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable or in the best interest of the Lenders.

9.06 Credit Decision; Disclosure of Information by Agents. Each Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their respective Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems

necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and the other Loan Parties. Except in the case of the Administrative Agent for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, neither Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of any Agent-Related Person.

9.07 Indemnification of Agents. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), pro rata, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it; *provided*, *however*, that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities to the extent determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Agent-Related Person's own gross negligence or willful misconduct; *provided*, *however*, that no action taken in accordance with the directions of the Required Lenders (or such greater or other number or group of Lenders as may be expressly required hereby in any instance) shall be deemed to constitute gross negligence or willful misconduct for purposes of this *Section 9.07*; *provided*, *further*, *however*, that to the extent any L/C Issuer is entitled to indemnification under this *Section 9.07*, to the extent such indemnification relates solely to such L/C Issuer's acting in such capacity the indemnification provided for in this *Section 9.07* will be the obligation solely of the Revolving Lenders. Without limitation of the foregoing, each Lender shall reimburse each Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs and the costs and expenses incurred in connection with the use of IntraLinks™ or other Approved Electronic Platform in connection with this Agreement) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that such Agent is not reimbursed for such expenses by or on behalf of the Borrower. The undertaking in this *Section 9.07* shall survive termination of the Commitments, the payment of all Obligations hereunder and the resignation of the Administrative Agent or the Syndication Agent, as the case may be.

9.08 Agents in their Individual Capacity.

(a) LCPI and its Affiliates may make loans to, issue letters of credit (if applicable) for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though LCPI were not the Administrative Agent, the Foreign Currency Fronting Lender or an L/C Issuer hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, LCPI or its Affiliates may receive information regarding any Loan Party or its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Loans, LCPI shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not the Administrative Agent, the Foreign Currency Fronting Lender or an L/C Issuer, and the terms "Lender" and "Lenders" include LCPI in its individual capacity.

(b) CUSA and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust,

financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though CUSA were not the Syndication Agent or an L/C Issuer hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, CUSA or its Affiliates may receive information regarding any Loan Party or its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Syndication Agent shall be under no obligation to provide such information to them. With respect to its Loans, CUSA shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not the Syndication Agent or an L/C Issuer, and the terms "Lender" and "Lenders" include CUSA in its individual capacity.

9.09 Successor Agents.

(a) The Administrative Agent may resign as Administrative Agent upon 30 days' notice to the Lenders; provided that any such resignation by the Administrative Agent shall also constitute its resignation as an L/C Issuer (if applicable) (unless otherwise agreed to by such resigning Administrative Agent) and as the Swing Line Lender. If the Administrative Agent resigns under this Agreement, the Required Lenders shall appoint from among the Lenders a successor administrative agent for the Lenders which successor administrative agent shall be consented to by the Borrower at all times other than during the existence of an Event of Default (which consent of the Borrower shall not be unreasonably withheld or delayed). If no successor administrative agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders and the Borrower, a successor administrative agent from among the Lenders. Upon the acceptance of its appointment as successor administrative agent hereunder, the Person acting as such successor administrative agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent, including its rights and powers as an L/C Issuer (if applicable) and as the Swing Line Lender, and the respective terms "Administrative Agent," "L/C Issuer" (if applicable) and "Swing Line Lender" shall mean or include, as applicable, such successor administrative agent, Letter of Credit issuer and swing line lender, and the retiring Administrative Agent's appointment, powers and duties as Administrative Agent shall be terminated and the retiring L/C Issuer's (if applicable) and Swing Line Lender's rights, powers and duties as such shall be terminated, without any other or further act or deed on the part of such retiring L/C Issuer or Swing Line Lender or any other Lender, other than the obligation of the successor L/C Issuer (if applicable) to issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or to make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this *Article IX (Agents)* and *Sections 10.04 (Attorney Costs, Expenses and Taxes)* and *10.05 (Indemnification by the Borrower; Limitation of Liability)* shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement. If no successor administrative agent has accepted appointment as Administrative Agent by the date which is 30 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above.

(b) The Syndication Agent may resign as Syndication Agent upon 30 days' notice to the Lenders; provided that upon the effectiveness of such resignation, each reference in this Agreement to the Agents shall be deemed to be a reference to the Administrative Agent.

9.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under *Section 2.04(i) and (j) (Letters of Credit)*, *2.10 (Fees)* and *10.04 (Attorney Costs, Expenses and Taxes)* allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under *Sections 2.10 (Fees)* and *10.04 (Attorney Costs, Expenses and Taxes)*.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.11 Collateral and Guaranty Matters.

(a) Each Lender and each L/C Issuer agrees that any action taken by the Administrative Agent, the Syndication Agent or the Required Lenders (or, where required by the express terms of this Agreement, a greater proportion of the Lenders) in accordance with the provisions of this Agreement or of the other Loan Documents, and the exercise by the Administrative Agent, the Syndication Agent or the Required Lenders (or, where so required, such greater proportion) of the powers set forth herein or therein with respect to such Person or Persons, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all of the Lenders, L/C Issuers and other Secured Parties. Without limiting the generality of the foregoing, the Administrative Agent shall have the sole and exclusive right and authority to

(i) act as the disbursing and collecting agent for the Lenders and the L/C Issuers with respect to all payments and collections arising in connection herewith and with the Collateral Documents,

(ii) execute and deliver each Collateral Document and accept delivery of each such Collateral Document delivered by the Borrower or any of its Subsidiaries,

(iii) act as collateral agent for the Lenders, the L/C Issuers and the other Secured Parties for purposes of the perfection of all security interests and Liens created by such Collateral Documents and all other purposes stated therein, *provided*, *however*, that the Administrative Agent hereby appoints, authorizes and directs each Lender and L/C Issuer to act as collateral sub-agent for the Administrative Agent, the Lenders and the L/C Issuers for purposes of the perfection of all security interests and Liens with respect to the Borrower's and its Subsidiaries' respective Deposit Accounts maintained with, and cash and Eligible Securities held by, such Lender or such L/C Issuers,

(iv) manage, supervise and otherwise deal with the Collateral,

(v) take such action as is necessary or desirable to maintain the perfection and priority of the security interests and Liens created or purported to be created by the Collateral Documents, and

(vi) except as may be otherwise specifically restricted by the terms hereof or of any other Loan Document, exercise all remedies given to the Administrative Agent, the Lenders, the L/C Issuers and the other Secured Parties with respect to the Collateral under the Loan Documents relating thereto, applicable Law or otherwise.

(b) Each of the Lenders and the L/C Issuers hereby directs, in accordance with the terms hereof, the Administrative Agent, at its option and in its discretion, to release (or, in the case of *clause (ii)* below, release or subordinate) any Lien held by the Administrative Agent for the benefit of the Lenders, the L/C Issuers and the other Secured Parties against any of the following:

(i) all of the Collateral, upon termination of the Commitments and payment and satisfaction in full of all Loans, Reimbursement Obligations and all other Obligations that the Administrative Agent has been notified in writing are then due and payable (and, in respect of contingent L/C Obligations, with respect to which cash collateral has been deposited or a back-up letter of credit has been issued, in either case on terms satisfactory to the Administrative Agent and the applicable L/C Issuers);

(ii) any assets that are subject to a Lien permitted by *Section 7.01(l)* (*Liens*); and

(iii) any part of the Collateral sold or otherwise Disposed of by a Loan Party if such sale or other Disposition is permitted by this Agreement (or permitted pursuant to a waiver or consent of a transaction otherwise prohibited by this Agreement).

Each of the Lenders and the L/C Issuers hereby directs the Administrative Agent to execute and deliver or file such termination and partial release statements and do such other things as are necessary to release Liens to be released pursuant to this *Section 9.11* promptly upon the effectiveness of any such release.

(c) Each of the Lenders and the L/C Issuers hereby directs, in accordance with the terms hereof, the Administrative Agent, at its option and in its discretion,

(i) to release any Guarantor from its obligations under the Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(ii) to consent to the amendment of the Pledge and Security Agreement from time to time to omit from the required Collateral specified thereunder certain licenses, permits or similar approvals issued to, or applied for by, the Borrower or any of its Subsidiaries under applicable

Laws where it is required by Law or a Governmental Authority that such license not be granted or delivered as security or Collateral.

(d) Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty, pursuant to this *Section 9.11*.

9.12 Collateral Matters Relating to Related Obligations. The benefit of the Loan Documents and of the provisions of this Agreement relating to the Collateral shall extend to and be available in respect of any Secured Obligation arising under any Related Swap Contract or Cash Management Obligation or that is otherwise owed to Persons other than the Administrative Agent, the Lenders and the L/C Issuers (collectively, "***Related Obligations***") solely on the condition and understanding, as among the Administrative Agent and all Secured Parties, that (a) the Related Obligations shall be entitled to the benefit of the Loan Documents and the Collateral to the extent expressly set forth in this Agreement and the other Loan Documents and to such extent the Administrative Agent shall hold, and have the right and power to act with respect to, the Guaranty and the Collateral on behalf of and as agent for the holders of the Related Obligations, but the Administrative Agent is otherwise acting solely as agent for the Lenders and the L/C Issuers and shall have no fiduciary duty, duty of loyalty, duty of care, duty of disclosure or other obligation whatsoever to any holder of Related Obligations, (b) all matters, acts and omissions relating in any manner to the Guaranty, the Collateral, or the omission, creation, perfection, priority, abandonment or release of any Lien, shall be governed solely by the provisions of this Agreement and the other Loan Documents and no separate Lien, right, power or remedy shall arise or exist in favor of any Secured Party under any separate instrument or agreement or in respect of any Related Obligation, (c) each Secured Party shall be bound by all actions taken or omitted, in accordance with the provisions of this Agreement and the other Loan Documents, by the Administrative Agent and the Required Lenders, each of whom shall be entitled to act at its sole discretion and exclusively in its own interest given its own Commitments and its own interest in the Loans, L/C Obligations and other Obligations to it arising under this Agreement or the other Loan Documents, without any duty or liability to any other Secured Party or as to any Related Obligation and without regard to whether any Related Obligation remains outstanding or is deprived of the benefit of the Collateral or becomes unsecured or is otherwise affected or put in jeopardy thereby, (d) no holder of Related Obligations and no other Secured Party (except the Administrative Agent, the Lenders and the L/C Issuers, to the extent set forth in this Agreement) shall have any right to be notified of, or to direct, require or be heard with respect to, any action taken or omitted in respect of the Collateral or under this Agreement or the Loan Documents and (e) no holder of any Related Obligation shall exercise any right of setoff, banker's lien or similar right except as expressly provided in *Section 10.09 (Right of Setoff)*.

9.13 Posting of Approved Electronic Communications.

(a) Each of the Lenders, the L/C Issuers and the Borrower agree, and the Borrower shall cause each Guarantor to agree, that the Administrative Agent and the Syndication Agent, as the case may be, may, but shall not be obligated to, make the Approved Electronic Communications available to the Lenders and L/C Issuers by posting such Approved Electronic Communications on IntraLinks™ or a substantially similar electronic platform chosen by the Administrative Agent to be its electronic transmission system (the "***Approved Electronic Platform***").

(b) Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Closing Date, a dual firewall and a User ID/Password Authorization System) and the Approved Electronic Platform is secured through a

single-user-per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders, the L/C Issuers and the Borrower acknowledges and agrees, and the Borrower shall cause each Guarantor to acknowledge and agree, that the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution. In consideration for the convenience and other benefits afforded by such distribution and for the other consideration provided hereunder, the receipt and sufficiency of which is hereby acknowledged, each of the Lenders, the L/C Issuers and the Borrower hereby approves, and the Borrower shall cause each Guarantor to approve, distribution of the Approved Electronic Communications through the Approved Electronic Platform and understands and assumes, and the Borrower shall cause each Subsidiary Guarantor to understand and assume, the risks of such distribution.

(c) THE APPROVED ELECTRONIC COMMUNICATIONS AND THE APPROVED ELECTRONIC PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE". NONE OF THE ADMINISTRATIVE AGENT, THE SYNDICATION AGENT OR ANY OF THEIR RESPECTIVE AGENT-RELATED PERSONS WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE APPROVED ELECTRONIC COMMUNICATIONS AND THE APPROVED ELECTRONIC PLATFORM AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC COMMUNICATIONS AND THE APPROVED ELECTRONIC PLATFORM. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS) IS MADE BY THE AGENT-RELATED PERSONS IN CONNECTION WITH THE APPROVED ELECTRONIC COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM.

(d) Each of the Lenders, the L/C Issuers and the Borrower agree, and the Borrower shall cause each Guarantor to agree, that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Approved Electronic Communications on the Approved Electronic Platform in accordance with the Administrative Agent's generally-applicable document retention procedures and policies.

9.14 Other Agents; Lead Managers. None of the Lenders or other Persons identified on the facing page or signature pages of this Agreement as a "documentation agent," "co-documentation agent," "co-agent," "book manager," "book-running manager," "lead manager," "arranger," "lead arranger" or "co-arranger" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than, in the case of such Persons in their respective capacities as Lenders, those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

9.15 Local Credit Facility Intercreditor Agreement. Each of the Lenders and the L/C Issuers hereby authorizes and directs, in accordance with the terms hereof, the Administrative Agent to (a) enter into the Local Credit Facility Intercreditor Agreement on its behalf and agrees to be bound by the terms thereof and (b) take any other actions, enter into such other agreements and do such other things as are necessary to effectuate the provisions of this *Section 9.15* and the intercreditor arrangements contemplated by the Local Credit Facility Intercreditor Agreement.

9.16 Trust Indenture Act. In the event that the Administrative Agent or any of its Affiliates shall be or become an indenture trustee under the Trust Indenture Act of 1939 (as

amended, the "*Trust Indenture Act*") in respect of any securities issued or guaranteed by any Loan Party, the parties hereto acknowledge and agree that any payment or property received in satisfaction of or in respect of any Obligation of such Loan Party hereunder or under any other Loan Document by or on behalf of the Administrative Agent in its capacity as such for the benefit of any Loan Party under any Loan Document and which is applied in accordance with the Loan Documents shall be deemed to be exempt from the requirements of Section 311 of the Trust Indenture Act pursuant to Section 311(b)(3) of the Trust Indenture Act.

ARTICLE X

MISCELLANEOUS

10.01 Amendments, Etc.

(a) No amendment or waiver of any provision of this Agreement or any other Loan Document nor consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be in writing and (x) in the case of any such waiver or consent, signed by the Required Lenders (or by the Administrative Agent with the consent of the Required Lenders), (y) in the case of any amendment necessary to implement the terms of a Facilities Increase in accordance with the terms hereof, by the Borrower, the Agents and the Incremental Lenders providing such Facilities Increase, and (z) in the case of any other amendment, by the Required Lenders (or by the Administrative Agent with the consent of the Required Lenders) and the Borrower and, if applicable, one or more Loan Parties, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided*, *however*, that no amendment, waiver or consent shall, unless in writing and signed by each Lender directly affected thereby, in addition to the parties required by *clauses (x)*, *(y)* or *(z)* above, do any of the following:

(i) except with respect to any immaterial matters or matters which are deferred pursuant to a post-closing agreement, each as provided in *Section 4.01(a) (Conditions Precedent to Initial Credit Extensions)*, waive any condition specified in *Section 4.01 (Conditions Precedent to Initial Credit Extensions)*, except with respect to a condition based upon another provision hereof, the waiver of which requires only the concurrence of the Required Lenders and, in the case of the conditions specified in *Section 4.01 (Conditions Precedent to Initial Credit Extensions)*, subject to the provisions of *Section 4.03 (Determinations of Initial Borrowing Conditions)*;

(ii) extend or increase the Commitment of such Lender or subject such Lender to any additional obligation (or reinstate any Revolving Credit Commitment terminated pursuant to *Section 2.06 Prepayments)* or *8.02 (Remedies Upon Event of Default)*); *provided*, *however*, that any such increase with respect to the Term Loan Commitment or the Aggregate Revolving Credit Commitment shall require the consent of the Required Term Loan Lenders or the Required Revolving Lenders, as the case may be; *provided*, *further*, that the consent of the Required Term Loan Lenders and/or the Required Revolving Lenders shall not be required to effectuate any Facilities Increase in accordance with the terms of this Agreement;

(iii) extend the scheduled final maturity of any Loan owing to such Lender, or waive, reduce or postpone any scheduled date fixed for the payment or reduction of principal of any such Loan (it being understood that *Section 2.06(e) (Mandatory Prepayments)* does not provide for scheduled dates fixed for payment) or for the reduction of such Lender's Commitment;

(iv) reduce the principal amount of any Loan or Reimbursement Obligation owing to such Lender (other than by the payment or prepayment thereof pursuant to the terms of this Agreement);

(v) reduce the rate of interest on any Loan or Reimbursement Obligations outstanding to such Lender except as otherwise permitted hereunder or any fee payable hereunder to such Lender;

(vi) postpone any scheduled date fixed for payment of such interest or fees owing to such Lender;

(vii) change the aggregate Pro Rata Term Shares or Pro Rata Revolving Shares of Lenders required for any or all Lenders to take any action hereunder other than as part of a Facilities Increase;

(viii) release all or substantially all of the Collateral except as provided in *Section 9.11 (Collateral and Guaranty Matters)* or release the Borrower from its payment obligation to such Lender under this Agreement or the Notes owing to such Lender (if any) or release all or substantially all of the Guarantors from their obligations under the Guaranty except in connection with the sale or other Disposition of all or substantially all of the Guarantors (or all or substantially all of the assets thereof) permitted by this Agreement (or permitted pursuant to a waiver or consent of a transaction otherwise prohibited by this Agreement) and except as expressly permitted under the Guaranty; or

(ix) amend *Section 2.13(a)(ii) (Payments Generally)*, *Section 2.14 (Sharing of Payments*), *Section 9.11(b) (Collateral and Guaranty Matters)*, this *Section 10.01* or the definitions of the terms "Required Lenders," "Required Revolving Lenders," "Required Term Loan Lenders," "Pro Rata Term Share" or "Pro Rata Revolving Share";

and *provided*, *further*, that (v) any modification of the application of payments to the Term Loan pursuant to *Section 2.06(e)* (*Mandatory Prepayments*) shall require the consent of the Required Term Loan Lenders and any such modification of the application of payments to the Revolving Loans pursuant to *Section 2.06(e)* (*Mandatory Prepayments*) or the reduction of the Revolving Credit Commitments pursuant to *Section 2.07* (*Reduction or Termination of Revolving Credit Commitments*) shall require the consent of the Required Revolving Lenders, (w) no amendment, waiver or consent shall, unless in writing and signed by any Special Purpose Vehicle that has been granted an option pursuant to *Section 10.07(f)* (*Assignments and Participations*) affect the grant or nature of such option or the right or duties of such Special Purpose Vehicle hereunder, (x) no amendment, waiver or consent shall, unless in writing and signed by the Foreign Currency Fronting Lender in addition to the Lenders required above to take such action, affect the rights or duties of the Foreign Currency Fronting Lender under this Agreement or the other Loan Documents, (y) no amendment, waiver or consent shall, unless in writing and signed by each L/C Issuer in addition to the Lenders required above to take such action, affect the rights or duties of the L/C Issuers under this Agreement or the other Loan Documents and (z) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement or the other Loan Documents; and

provided, *further*, that the Agents may, with the consent of the Borrower, amend, modify or supplement this Agreement to cure any typographical error, defect or inconsistency, so long as such amendment, modification or supplement does not adversely affect the rights of any Lender or any L/C Issuer; and

provided, *further*, that notwithstanding the foregoing in this *Section 10.01*, the Lenders authorize the Administrative Agent to amend the Loan Documents (and release Collateral and Guarantees) to the extent required by applicable Gaming Authorities (a "***Required Gaming Change***"), *provided*, *however*, that the Administrative Agent shall not make any Required Gaming Change if such action is required to be approved by all affected Lenders pursuant to this *Section 10.01*, and *provided*, *further*, *however*, that the Administrative Agent shall have no obligation to make any Required Gaming Change and may seek the approval of all affected Lenders or Required Lenders if it deems such action necessary or desirable. The Administrative Agent shall promptly notify each of the Lenders after making any Required Gaming Change.

(b) The Administrative Agent may, but shall have no obligation to, with the written concurrence of any Lender, execute amendments, modifications, waivers or consents on behalf of such Lender. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances unless otherwise required hereunder.

(c) If, in connection with any proposed amendment, modification, waiver or termination (a "***Proposed Change***") requiring the consent of all affected Lenders, the consent of Required Lenders is obtained but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in this *Section 10.01* being referred to as a "***Non-Consenting Lender***"), then, so long as the Lender acting as the Administrative Agent is not a Non-Consenting Lender, at the Borrower's request, an Eligible Assignee acceptable to the Administrative Agent shall have the right with the Administrative Agent's consent and in the Administrative Agent's sole discretion (but shall have no obligation) to purchase from such Non-Consenting Lender, and such Non-Consenting Lender agrees that it shall, upon the Administrative Agent's request, sell and assign to the Lender acting as the Administrative Agent or such Eligible Assignee, all of the Revolving Credit Commitments and Revolving Credit Outstandings of such Non-Consenting Lender if such Non-Consenting Lender is a Revolving Lender and all of the Outstanding Amount of the Term Loan owing to such Non-Consenting Lender if such Non-Consenting Lender is a Term Loan Lender, in each case for an amount equal to the principal balance of all such Revolving Loans or Term Loan, as applicable, held by the Non-Consenting Lender and all accrued and unpaid interest and fees with respect thereto through the date of sale; *provided*, *however*, that such purchase and sale shall be recorded in the Register maintained by the Administrative Agent and shall not be effective until (x) the Administrative Agent shall have received from such Eligible Assignee a duly executed Assignment and Acceptance and (y) such Non-Consenting Lender shall have received payments of all the Outstanding Amounts of the Revolving Loans or the Outstanding Amount of the Term Loan, as applicable, held by it and all accrued and unpaid interest and fees with respect thereto through the date of the sale. Each Lender agrees that, if it becomes a Non-Consenting Lender, it shall execute and deliver to the Administrative Agent an Assignment and Acceptance to evidence such sale and purchase and shall deliver to the Administrative Agent any Note (if the assigning Lender's Loans are evidenced by Notes) subject to such Assignment and Acceptance; *provided*, *however*, that the failure of any Non-Consenting Lender to execute an Assignment and Acceptance shall not render such sale and purchase (and the corresponding assignment) invalid and such assignment shall be recorded in the Register.

10.02 Notices; Etc. All notices, demands, requests and other communications provided for in this Agreement shall be given in writing, or by any telecommunication device capable of creating a written record (including electronic mail), and addressed to the party to be notified as follows:

(a) if to the Borrower:

Jarden Corporation
555 Theodore Fremd Avenue, Suite B-302
Rye, New York 10580-1455
Attention: Chief Financial Officer
Telecopy no: 914-967-9405
E-Mail Address: iashken@jarden.com

(b) if to any Syndicated Lender or to the Foreign Currency Fronting Lender, at its Lending Office specified opposite its name on *Schedule II (Lending Offices and Addresses for Notices)* or on the signature page of any applicable Assignment and Acceptance;

(c) if to any L/C Issuer, at the address set forth under its name on *Schedule II (Lending Offices and Addresses for Notices)*;

(d) if to the Administrative Agent or the Swing Line Lender:

LEHMAN COMMERCIAL PAPER INC.
Bank Loans-Agency 745 Seventh Avenue,
16th Floor
New York, New York 10019
Attention: Michelle Rosolinsky, Vice President
Telecopy no: 212-526-6643
E-Mail Address: mrosolin@lehman.com

with a copy to:

LEHMAN COMMERCIAL PAPER INC.
Loan Portfolio Group
745 Seventh Avenue, 5th Floor
New York, New York 10019
Attention: Craig J. Malloy
Telecopy no: 646-758-4617
E-Mail Address: cmalloy@lehman.com

with a copy to the Syndication Agent in the case of notices delivered pursuant to *Section 6.02 (Certificates; Other Information)* or *Section 6.03 (Notices)* at its address set forth below; and

(e) if to the Syndication Agent:

CITICORP USA, INC.
390 Greenwich Street
New York, New York 10013
Attention: Carl Cho
Telecopy no: (212) 723-8547
E-Mail Address: carl.cho@citigroup.com

(f) or at such other address as shall be notified in writing (x) in the case of the Borrower, the Administrative Agent and the Swing Line Lender, to the other parties and (y) in the case of all other parties, to the Borrower and the Administrative Agent. All such notices and communications shall be effective upon personal delivery (if delivered by hand, including any overnight courier service), when deposited in the mails (if sent by mail), or when properly delivered (if sent by a telecommunications device or through the Internet); *provided*, *however*, that notices and communications to the Administrative Agent pursuant to *Article II (The Commitments and Credit Extensions)* or *Article IX (Agents)* shall not be effective until received by the Administrative Agent.

10.03 No Waiver; Cumulative Remedies. No failure on the part of any Lender, L/C Issuer or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by Law.

10.04 Attorney Costs, Expenses and Taxes.

(a) The Borrower agrees to pay or reimburse the each of the Agents and the Arrangers for all reasonable costs and out-of-pocket expenses (including Attorney Costs of the Agents and costs and out-of-pocket expenses incurred in connection with the use of IntraLinks™ or any other Approved Electronic Platform) incurred in connection with this Agreement or the other Loan Documents, including (i) the development, due diligence, preparation, negotiation, syndication, execution and interpretation of this Agreement and each other Loan Document (whether or not the transactions contemplated hereby or thereby are consummated), (ii) any amendment, restatement, waiver, assignment, consent, supplement or other modification of the provisions of this Agreement and/or the other Loan Documents and the preparation, negotiation and execution of the same (whether or not the transactions contemplated hereby or thereby are consummated), (iii) the consummation of the transactions contemplated by this Agreement and the other Loan Documents, (iv) the creation, perfection or protection of the Liens under any Loan Document (including any Attorney Costs for local counsel in appropriate jurisdictions) and (v) the ongoing administration of this Agreement and the Loans, including consultation with attorneys in connection therewith and with respect to the rights and responsibilities of each of the Agents hereunder and under the other Loan Documents.

(b) The Borrower agrees to pay or reimburse the each of the Agents, the Arrangers, the Foreign Currency Fronting Lender, each Syndicated Lender and each L/C Issuer for all reasonable costs and out-of-pocket expenses (including Attorney Costs (including costs of settlement) incurred by each such Agent, the Arrangers, such Lender or such L/C Issuer incurred in connection with the protection, enforcement, attempted enforcement, or preservation of any rights or remedies under this Agreement, any Loan Document or Obligation or any security therefor (including all such costs and expenses incurred during any “workout” or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any Debtor Relief Law), including all Attorney Costs of each of them.

(c) The foregoing costs and expenses in *clauses (a)* and *(b)* above shall include all search, filing, recording and appraisal charges and fees and taxes related thereto, and other out-of-pocket expenses incurred by each of the Agents and the cost of independent public accountants and other outside experts retained by any Agent, the Foreign Currency Fronting Lender or any Syndicated Lender. All amounts due under this *Section 10.04* shall be payable within ten Business Days after demand therefor.

(d) The agreements in this *Section 10.04* shall survive the termination of the Commitments and the repayment, satisfaction or discharge of all Obligations.

10.05 Indemnification by the Borrower; Limitation of Liability.

(a) *Indemnification*. (i) The Borrower agrees to indemnify and hold harmless the Administrative Agent, the Syndication Agent, each Co-Documentation Agent, each Arranger, the Foreign Currency Fronting Lender, each Syndicated Lender and each L/C Issuer and each of their respective Affiliates, and each of the directors, officers, employees, agents, representatives, attorneys, consultants, trustees and advisors of or to any of the foregoing (each such Person being an "***Indemnitee***") from and against any and all claims, damages, liabilities, obligations, losses, penalties, actions, judgments, suits, costs, disbursements and expenses of any kind or nature (including Attorney Costs of legal advisors to any such Indemnitee) that may be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with: (A) the execution, delivery, enforcement, performance or administration of any Loan Document, any Transaction Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, including any Permitted Acquisition, (B) any Commitment, Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any L/C Issuer 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), including any proposed use or use to consummate such transactions contemplated thereby, including any Permitted Acquisition, or to repay any Indebtedness in connection therewith, (C) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by the Borrower, any Subsidiary or any other Loan Party, or any Environmental Liability related in any way to the Borrower, any Subsidiary or any other Loan Party, or (D) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding), whether direct, indirect, or consequential and regardless of whether any Indemnitee is a party thereto (all the foregoing, collectively, the "***Indemnified Matters***"); provided that no Loan Party shall have any obligation under this *Section 10.05* to an Indemnitee with respect to any Indemnified Matter to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements have resulted primarily from (x) the gross negligence or willful misconduct of such Indemnitee or (y) any material breach by such Indemnitee of the obligations owing by it to the Borrower under this Agreement or the other Loan Documents, in each case, as determined by a court of competent jurisdiction in a final non-appealable judgment or order.

(ii) The Borrower shall indemnify the Administrative Agent, the Syndication Agent, each Co-Documentation Agent, the Foreign Currency Fronting Lender, the Syndicated Lenders and each L/C Issuer for, and hold the Administrative Agent, the Syndication Agent, each Co-Documentation Agent, the Foreign Currency Fronting Lender, the Syndicated Lenders and each L/C Issuer harmless from and against, any and all claims for brokerage commissions, fees and other compensation made against the Administrative Agent, the Syndication Agent, each Co-Documentation Agent, the Foreign Currency Fronting Lender, the Syndicated Lenders and the L/C Issuers for any broker, finder or consultant with respect to any agreement, arrangement or understanding made by or on behalf of any Loan Party or any of its Subsidiaries in connection with the transactions contemplated by this Agreement.

(iii) The Borrower, at the request of any Indemnitee, shall have the obligation to defend against such investigation, litigation or proceeding or requested Remedial Action and the

Borrower, in any event, may participate in the defense thereof with legal counsel of the Borrower's choice. In the event that such Indemnitee requests the Borrower to defend against such investigation, litigation or proceeding or requested Remedial Action, the Borrower shall promptly do so and such Indemnitee shall have the right to have legal counsel of its choice participate in such defense. No action taken by legal counsel chosen by such Indemnitee in defending against any such investigation, litigation or proceeding or requested Remedial Action, shall vitiate or in any way impair the Borrower's obligation and duty hereunder to indemnify and hold harmless such Indemnitee.

(iv) The Borrower agrees that any indemnification or other protection provided to any Indemnitee pursuant to this Agreement (including pursuant to this *Section 10.05*) or any other Loan Document shall (i) survive payment in full of the Obligations and (ii) inure to the benefit of any Person that was at any time an Indemnitee under this Agreement or any other Loan Document.

(b) *Limitation of Liability*. The Borrower agrees that no Indemnitee shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Borrower or any of its Subsidiaries, security holders or creditors as a result of any action taken or not taken by it arising out of, related to or taken in connection with any Loan Document or the consummation of the transactions contemplated thereby or the actual or proposed use of proceeds from any Loan or Letter of Credit, except to the extent that such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have directly resulted from the gross negligence or willful misconduct of such Indemnitee or from any material breach by such Indemnitee of the obligations owing by it to the Borrower under this Agreement or the other Loan Documents, and in no event shall any Indemnitee be liable thereto for any special, consequential, punitive or indirect damages (including any loss of profits, business or anticipated savings). Without limitation of the foregoing, no Indemnitee shall be liable for any damages arising from the use by others of information or other materials obtained through IntraLinks™ or any other Approved Electronic Platform utilized in connection with the credit facilities provided hereunder.

(c) The agreements in this *Section 10.05* shall survive the resignation of any Agent, any Co-Documentation Agent, the replacement of the Foreign Currency Fronting Lender or any Syndicated Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations. All amounts due under this *Section 10.05* shall be payable within ten Business Days after demand therefor. The Borrower hereby waives, releases and agrees (each for itself and on behalf of its Subsidiaries) not to sue upon any such claim for any special, indirect, consequential or punitive damages, whether or not accrued and whether or not known or suspected to exist in its favor.

10.06 Marshalling; Payments Set Aside. None of the Administrative Agent, the Foreign Currency Fronting Lender, any Syndicated Lender or any L/C Issuer shall be under any obligation to marshal any assets in favor of the Borrower or any other party or against or in payment of any or all of the Obligations. To the extent that the Borrower makes a payment or payments to the Administrative Agent, the Foreign Currency Fronting Lender, the Syndicated Lenders or the L/C Issuers or any such Person receives payment from the proceeds of the Collateral or exercise their rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, right and remedies therefor, shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

10.07 Assignments and Participations.

(a) Each Syndicated Lender may sell, transfer, negotiate or assign to one or more Eligible Assignees all or a portion of its rights and obligations hereunder (including all of its rights and obligations with respect to the Term Loan, the Revolving Loans, the Swing Line Loans, the Foreign Currency Loans and the Letters of Credit); *provided*, *however*, that (i)(A) if any such assignment shall be of the assigning Syndicated Lender's Revolving Credit Outstandings and Revolving Credit Commitments, such assignment shall cover the same percentage of such Syndicated Lender's Revolving Credit Outstandings and Revolving Credit Commitment and (B) if any such assignment shall be of the assigning Syndicated Lender's Pro Rata Term Share of the Term Loan and Term Loan Commitment (if any), such assignment shall cover the same percentage of such Syndicated Lender's Pro Rata Term Share of the Term Loan and Term Loan Commitment (if any), (ii) the aggregate amount being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event (if less than the Assignor's entire interest) be less than (x) in the case of the Revolving Credit Facility, $5,000,000 or an integral multiple of $1,000,000 in excess thereof or (y) in the case of the Term Loan Facility, $1,000,000 or an integral multiple of $1,000,000 in excess thereof, except, in any case, (A) with the consent of the Borrower (not to be unreasonably withheld or delayed) and the Administrative Agent or (B) if such assignment is being made to a Syndicated Lender or an Affiliate or Approved Fund of such Syndicated Lender, (iii) if such Eligible Assignee is not, prior to the date of such assignment, a Syndicated Lender or an Affiliate or Approved Fund of a Syndicated Lender, such assignment shall be subject to the prior consent of the Administrative Agent and the Borrower (which consent shall not be unreasonably withheld or delayed) and (iv) any assignment of a Revolving Credit Commitment must be approved by the Administrative Agent, each L/C Issuer and the Swing Line Lender (each such consent not to be unreasonably withheld or delayed); and *provided*, *further*, that, notwithstanding any other provision of this *Section 10.07*, the consent of the Borrower shall not be required for any assignment occurring when any Event of Default shall have occurred and be continuing. Any such assignment need not be ratable as among the Term Loan Facility and the Revolving Credit Facility.

(b) The parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording, an Assignment and Acceptance, together with any Note (if the assigning Syndicated Lender's Loans are evidenced by a Note) subject to such assignment. Upon the execution, delivery, acceptance and recording of any Assignment and Acceptance and, other than in respect of assignments made pursuant to *Section 3.07 (Substitution of Lenders)* and *Section 10.01(c) (Amendments, Etc.)*, the receipt by the Administrative Agent from the assignee (other than CUSA or its Affiliates) of an assignment fee in the amount of $3,500 from and after the effective date specified in such Assignment and Acceptance (*provided* that in respect of multiple contemporaneous assignments by any Lender to its Approved Funds, such assignment fee shall be in an amount equal to (x) $3,500 for the first such assignment to an Approved Fund of such Lender and (y) $250 for each additional contemporaneous assignment to such Approved Funds of such Lender)**,** (i) the assignee thereunder shall become a party hereto and, to the extent that rights and obligations under the Loan Documents have been assigned to such assignee pursuant to such Assignment and Acceptance, have the rights and obligations of a Syndicated Lender, and if such Syndicated Lender were an L/C Issuer, of such L/C Issuer hereunder and thereunder, and (ii) the assignor thereunder shall, to the extent that rights and obligations under this Agreement have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (except for those surviving the payment in full of the Obligations) and be released from its obligations under the Loan Documents, other than those relating to events or circumstances occurring prior to such assignment (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under the Loan Documents, such Lender shall cease to be a party hereto).

(c) The Administrative Agent shall maintain at its address referred to in *Section 10.02 (Notices, Etc.)* a copy of each Assignment and Acceptance delivered to and accepted by it and a register for the recording of the names and addresses of the Lenders and the Commitments of and principal amount of the Loans and L/C Obligations owing to each Lender from time to time (the "***Register***"). Any assignment pursuant to this *Section 10.07* shall not be effective until such assignment is recorded in the Register. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Loan Parties, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register as a Lender for all purposes of this Agreement. The Register shall be available for inspection by the Borrower, the Administrative Agent or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Notwithstanding anything to the contrary contained in *clause (b)* above, the Loans (including the Notes evidencing such Loans) are registered obligations and the right, title, and interest of the Lenders and their assignees in and to such Loans shall be transferable only upon notation of such transfer in the Register. A Note shall only evidence the Lender's or an assignee's right title and interest in and to the related Loan, and in no event is any such Note to be considered a bearer instrument or obligation. This *Section 10.07* shall be construed so that the Loans are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code and any related regulations (or any successor provisions of the Internal Revenue Code or such regulations). Solely for purposes of this and for tax purposes only, the Administrative Agent shall act as the Borrower's agent for purposes of maintaining such notations of transfer in the Register.

(e) Upon its receipt of an Assignment and Acceptance executed by an assigning Syndicated Lender and an assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower. Within five Business Days after its receipt of such notice, the Borrower, at its own expense, shall, if requested by such assignee, execute and deliver to the Administrative Agent new Notes to the order of such assignee in an amount equal to the Commitments and Loans assumed by such assignee pursuant to such Assignment and Acceptance and, if the assigning Syndicated Lender has surrendered any Note for exchange in connection with the assignment and has retained Commitments or Loans hereunder, new Notes to the order of the assigning Syndicated Lender in an amount equal to the Commitments and Loans retained by it hereunder. Such new Notes shall be dated the same date as the surrendered Notes and be in substantially the form of *Exhibit C-1 (Form of Term Loan Note*), *Exhibit C-2 (Form of Revolving Loan Note)* or *Exhibit C-3 (Form of Swing Line Note*) as applicable.

(f) In addition to the other assignment rights provided in this *Section 10.07*, each Syndicated Lender may (i) grant to a Special Purpose Vehicle the option to make all or any part of any Loan that such Syndicated Lender would otherwise be required to make hereunder and the exercise of such option by any such Special Purpose Vehicle and the making of Loans pursuant thereto shall satisfy (once and to the extent that such Loans are made) the obligation of such Syndicated Lender to make such Loans thereunder, *provided*, *however*, that nothing herein shall constitute a commitment or an offer to commit by such a Special Purpose Vehicle to make Loans hereunder and no such Special Purpose Vehicle shall be liable for any indemnity or other Obligation (other than the making of Loans for which such Special Purpose Vehicle shall have exercised an option, and then only in accordance with the relevant option agreement), and (ii) pledge or assign, as collateral or otherwise, any of its rights under this Agreement, whether now owned or hereafter acquired (including rights to payments of principal or interest on the Loans), to (x) any Federal Reserve Bank pursuant to Regulation A of the FRB without notice to or consent of the Borrower or the Administrative Agent, (y) any trustee or other designated representative, in each case for the benefit of the holders of such Syndicated Lender's securities and (z) to any Special Purpose Vehicle

to which such Syndicated Lender has granted an option pursuant to *clause (i)* above; and *provided, further*, that no such assignment or grant shall release such Syndicated Lender from any of its obligations hereunder except as expressly provided in *clause (i)* above. Each party hereto acknowledges and agrees that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any such Special Purpose Vehicle, such party shall not institute against, or join any other Person in instituting against, any Special Purpose Vehicle that has been granted an option pursuant to this *clause (f)* any bankruptcy, reorganization, insolvency or liquidation proceeding (such agreement shall survive the payment in full of the Obligations).

(g) Each Syndicated Lender may sell participations to one or more Persons in or to all or a portion of its rights and obligations under the Loan Documents (including all its rights and obligations with respect to the Term Loan, Revolving Loans, Swing Line Loans, Foreign Currency Loans and Letters of Credit). The terms of such participation shall not, in any event, require the participant's consent to any amendments, waivers or other modifications of any provision of any Loan Documents, the consent to any departure by any Loan Party therefrom, or to the exercising or refraining from exercising any powers or rights such Syndicated Lender may have under or in respect of the Loan Documents (including the right to enforce the obligations of the Loan Parties), except if any such amendment, waiver or other modification or consent would (i) reduce the amount, or postpone any date fixed for, any amount (whether of principal, interest or fees) payable to such participant under the Loan Documents, to which such participant would otherwise be entitled under such participation or (ii) result in the release of all or substantially all of the Collateral other than in accordance with *Section 9.11 (Collateral and Guaranty Matters)*. In the event of the sale of any participation by any Syndicated Lender, (w) such Syndicated Lender's obligations under the Loan Documents shall remain unchanged, (x) such Syndicated Lender shall remain solely responsible to the other parties for the performance of such obligations, (y) such Syndicated Lender shall remain the holder of such Obligations for all purposes of this Agreement and (z) the Borrower, the Administrative Agent and the other Syndicated Lenders shall continue to deal solely and directly with such Syndicated Lender in connection with such Syndicated Lender's rights and obligations under this Agreement. Each participant shall be entitled to the benefits of *Section 3.01 (Taxes)*, *Section 3.02 (Illegality)* and *Section 3.04(b) (Increased Cost and Reduced Return; Capital Adequacy)* as if it were a Syndicated Lender; *provided*, *however*, that anything herein to the contrary notwithstanding, the Borrower shall not, at any time, be obligated to make under *Section 3.01 (Taxes*), *Section 3.02 (Illegality)* and *Section 3.04(b) (Increased Cost and Reduced Return; Capital Adequacy)* to the participants in the rights and obligations of any Syndicated Lender (together with such Syndicated Lender) any payment in excess of the amount the Borrower would have been obligated to pay to such Syndicated Lender in respect of such interest had such participation not been sold.

(h) Any L/C Issuer may at any time assign its rights and obligations hereunder to any other Syndicated Lender by an instrument in form and substance satisfactory to the Borrower, the Administrative Agent, such L/C Issuer and such Syndicated Lender. If any L/C Issuer ceases to be a Syndicated Lender hereunder by virtue of any assignment made pursuant to this *Section 10.07*, then, as of the effective date of such cessation, such L/C Issuer's obligations to issue Letters of Credit pursuant to Section *2.04 (Letters of Credit)* shall terminate and such L/C Issuer shall be an L/C Issuer hereunder only with respect to outstanding Letters of Credit issued prior to such date.

10.08 Confidentiality. Each Lender and the Administrative Agent agree to keep information obtained by it pursuant hereto and the other Loan Documents confidential in accordance with reasonable customary practices and agrees that it shall only use such information in connection with the transactions contemplated by this Agreement and not disclose any such information other than (a) to such Lender's or the Administrative Agent's, as the case may be, employees, directors, attorneys, accountants, trustees,

advisors, representatives and agents that are or are expected to be involved in the evaluation of such information in connection with the transactions contemplated by this Agreement and are advised of the confidential nature of such information, (b) to the extent such information presently is or hereafter becomes available to such Lender or the Administrative Agent, as the case may be, on a non-confidential basis from a source other than the Borrower or any Guarantor, (c) to the extent disclosure is required by law, regulation or judicial order or requested or required by bank regulators or auditors or (d) to current or prospective assignees, participants and Special Purpose Vehicles grantees of any option described in *Section 10.07* (*Assignments and Participations*), in each case to the extent such assignees, participants or grantees agree to be bound by the provisions of this *Section 10.08*. Notwithstanding any other provision in this Agreement, each Agents, each Lender and each L/C Issuer may disclose without limitation of any kind, any information with respect to the "tax treatment" and "tax structure" (in each case, within the meaning of Treasury Regulation Section 1.6011-4) of the transactions contemplated hereby) and all materials of any kind (including opinions or other tax analyses) that are provided to such Agent, such Lender or such L/C Issuer, as the case may be, relating to such tax treatment and tax structure; provided that with respect to any document or similar item that in either case contains information concerning the tax treatment or tax structure of the transaction as well as other information, this sentence shall only apply to such portions of the document or similar item that relate to the tax treatment or tax structure of the Loans, Letters of Credit and transactions contemplated by this Agreement and the other Loan Documents.

10.09 Right of Setoff. Upon the occurrence and during the continuance of any Event of Default, each Lender and each Affiliate of a Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender or its Affiliates to or for the credit or the account of the Borrower against any and all of the Obligations now or hereafter existing whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and even though such Obligations may be unmatured. Each Lender agrees promptly to notify the Borrower after any such setoff and application made by such Lender or its Affiliates; *provided*, *however*, that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender under this *Section 10.09* are in addition to the other rights and remedies (including other rights of setoff) that such Lender may have.

10.10 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "***Maximum Rate***"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations.

10.11 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all parties shall be lodged with the Borrower and the Administrative Agent.

10.12 Integration. This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; *provided*, that the inclusion of supplemental rights or remedies in favor of the Administrative Agent or the Lenders in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

10.13 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or Event of Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

10.14 Severability. Any provision of this Agreement and the other Loan Documents to which the Borrower is a party that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.15 Tax Forms.

(a) (i) Each Lender that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code (a "***Non-U.S. Lender***") shall deliver to the Administrative Agent, prior to receipt of any payment subject to withholding under the Code (or upon accepting an assignment of an interest herein), two duly signed completed copies of (A) either (I) IRS Form W-8BEN or any successor thereto relating to such Non-U.S. Lender and entitling it to an exemption from, or reduction of, withholding tax (including any exemption pursuant to Section 881(c) of the Code) on all payments to be made to such Person by the Borrower pursuant to this Agreement) or (II) IRS Form W-8ECI or any successor thereto relating to all payments to be made to such Non-U.S. Lender by the Borrower pursuant to this Agreement or such other evidence satisfactory to the Borrower and the Administrative Agent that such Non-U.S. Lender is entitled to an exemption from, or reduction of, U.S. withholding tax and (B) in the case of any Lender claiming an exemption from, or reduction of, withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", such Non-U.S. Lender shall also provide a certificate of such Non-U.S. Lender is not (I) a "bank" for purposes of Section 881(c)(3)(B) of the Code, (II) a 10% shareholder (within the meaning of Section 881(c)(3)(B) of the Code) of the Borrower or any Subsidiary or (3) a controlled foreign corporation related to the Borrower or any Subsidiary (within the meaning of Section 881(c)(3)(C) of the Code). Thereafter and from time to time, each such Non-U.S. Lender shall (A) promptly submit to the Administrative Agent such additional duly completed and signed copies of one of such forms (or such successor forms as shall be adopted from time to time by the relevant United States taxing authorities) as may then be available under then current United States laws and regulations to avoid, or such evidence as is satisfactory to the Borrower and the Administrative Agent of any available exemption from or reduction of, United States withholding taxes in respect of all payments to be made to such Non-U.S. Lender by the Borrower pursuant to this Agreement, (B) promptly notify the Administrative Agent of

any change in circumstances which would modify or render invalid any claimed exemption or reduction, and (C) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Lender, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Laws that the Borrower make any deduction or withholding for taxes from amounts payable to such Person.

(ii) Each Non-U.S. Lender, to the extent it does not act or ceases to act for its own account with respect to any portion of any sums paid or payable to such Lender under any of the Loan Documents (for example, in the case of a participation by such Lender), shall deliver to the Administrative Agent on the date when such Non-U.S. Lender ceases to act for its own account with respect to any portion of any such sums paid or payable, and at such other times as may be necessary in the determination of the Administrative Agent (in its reasonable discretion), (A) two duly signed completed copies of the forms or statements required to be provided by such Lender as set forth above, to establish the portion of any such sums paid or payable with respect to which such Lender acts for its own account that is not subject to U.S. withholding tax, and (B) two duly signed completed copies of IRS Form W-8IMY (or any successor thereto), together with any information such Lender chooses to transmit with such form, and any other certificate or statement of exemption required under the Code, to establish that such Lender is not acting for its own account with respect to a portion of any such sums payable to such Lender.

(iii) The Borrower shall not be required to pay any additional amount to any Non-U.S. Lender under *Section 3.01(a) (Taxes)* (A) with respect to any Taxes required to be deducted or withheld on the basis of the information, certificates or statements of exemption such Lender transmits with an IRS Form W-8IMY pursuant to this *Section 10.15(a)* or (B) if such Lender shall have failed to satisfy the foregoing provisions of this *Section 10.15(a)*; *provided* that if such Lender shall have satisfied the requirements of this *Section 10.15(a)* on the date such Lender became a Lender or ceased to act for its own account with respect to any payment under any of the Loan Documents, nothing in this *Section 10.15(a)* shall relieve the Borrower of its obligation to pay any amounts pursuant to *Section 3.01(a) (Taxes)* in the event that, as a result of any change in any applicable Law, treaty or governmental rule, regulation or order, or any change in the interpretation, administration or application thereof, such Lender is no longer properly entitled to deliver forms, certificates or other evidence at a subsequent date establishing the fact that such Lender or other Person for the account of which such Lender receives any sums payable under any of the Loan Documents is not subject to withholding or is subject to withholding at a reduced rate.

(iv) The Administrative Agent may, without reduction, withhold any Taxes required to be deducted and withheld from any payment under any of the Loan Documents with respect to which the Borrower is not required to pay additional amounts under this *Section 10.15(a)*.

(b) Upon the request of the Administrative Agent, each Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Administrative Agent two duly signed completed copies of IRS Form W-9. If such Lender fails to deliver such forms, then the Administrative Agent may withhold from any interest payment to such Lender an amount equivalent to the applicable back-up withholding tax imposed by the Code, without reduction.

(c) If any Governmental Authority asserts that the Administrative Agent did not properly withhold or backup withhold, as the case may be, any tax or other amount from payments made to or for the account of any Lender, such Lender shall indemnify the Administrative Agent therefor, including all penalties and interest, any taxes imposed by any jurisdiction on the amounts payable to the Administrative Agent under this Section, and costs and expenses (including Attorney Costs) of

the Administrative Agent. The obligation of the Lenders under this Section shall survive the termination of the Commitments, repayment of all Obligations and the resignation of the Administrative Agent.

10.16 Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower and the Administrative Agent and when the Administrative Agent shall have been notified by each Lender and L/C Issuer that such Lender or L/C Issuer has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, the Administrative Agent and each Lender and L/C Issuer and, in each case, their respective successors and assigns; *provided*, *however*, that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders

10.17 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

10.18 Submission to Jurisdiction; Service of Process.

(a) Any legal action or proceeding with respect to this Agreement or any other Loan Document may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each Person party hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

(b) Nothing contained in this *Section 10.18* shall affect the right of any Person party hereto to serve process in any manner permitted by law or commence legal proceedings or otherwise proceed against any other Person party hereto in any other jurisdiction.

(c) If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in Dollars or in a Denomination Currency into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase Dollars or such Denomination Currency, as the case may be, with such other currency at the spot rate of exchange quoted by the Administrative Agent at 11:00 a.m. (New York time) on the Business Day preceding that on which final judgment is given, for the purchase of Dollars or such Denomination Currency for delivery two Business Days thereafter. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent, the Foreign Currency Fronting Lender or any other Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "***Judgment Currency***") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "***Agreement Currency***"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or Foreign Currency Fronting Lender in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the Person to whom such obligation was owing against such loss.

10.19 Application of Gaming Regulations. This Agreement and the other Loan Documents are subject to Gaming Laws applicable to the Borrower and its Subsidiaries with respect to Gaming Authorizations that the Borrower and its Subsidiaries are required to hold in connection with their respective businesses. Without limiting the foregoing, each of the Lenders and the Secured Parties acknowledges that (i) it is subject to being called forward by the Gaming Authorities, in their discretion, for licensing or a finding of suitability or to file or provide other information, and (ii) all rights, remedies and powers in or under this Agreement and the other Loan Documents may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of Gaming Laws applicable to the Borrower and its Subsidiaries with respect to Gaming Authorizations that the Borrower and its Subsidiaries are required to hold in connection with their respective businesses, and only to the extent that required approvals (including prior approvals) are obtained from the requisite Gaming Authorities. Each of the Lenders and the Secured Parties agrees to cooperate with the Gaming Authorities in connection with the provision of such documents and other information as may be requested by such Gaming Authorities relating to the Borrower and its Subsidiaries or to the Loan Documents. The provisions of this *Section 10.19* shall apply *mutatis mutandis* to all existing Loan Documents.

10.20 Patriot Act. The Agents and the Lenders hereby notify the Borrower that pursuant to the requirements of the Patriot Act, each Lender is required to obtain, verify and record information that identifies the Borrower, which information includes the name, address, tax identification number and other information regarding the Borrower that will allow such Lender to identify the Borrower in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective as to each Lender.

10.21 Section Titles. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto, except when used to reference a section. Any reference to the number of a clause, sub-clause or subsection hereof immediately followed by a reference in parenthesis to the title of the Section containing such clause, sub-clause or subsection is a reference to such clause, sub-clause or subsection and not to the entire Section; *provided*, *however*, that, in case of direct conflict between the reference to the title and the reference to the number of such Section, the reference to the title shall govern absent manifest error. If any reference to the number of a Section (but not to any clause, sub-clause or subsection thereof) is followed immediately by a reference in parenthesis to the title of a Section, the title reference shall govern in case of direct conflict absent manifest error.

10.22 Waiver of Right to Trial by Jury. Each of the Administrative Agent, the Syndication Agent, the Lenders, the L/C Issuers and the Borrower irrevocably waives trial by jury in any action or proceeding with respect to this Agreement or any other Loan Document.

10.23 Entire Agreement. This Agreement, together with all of the other Loan Documents and all certificates and documents delivered hereunder or thereunder, embodies the entire agreement of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

[Signatures on following pages.]

SIGNATURE PAGES TO BE PROVIDED SEPARATELY

Exhibit 10.2

CONSENT, AGREEMENT AND AFFIRMATION OF GUARANTY.

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

ALLTRISTA NEWCO CORPORATION
ALLTRISTA PLASTICS CORPORATION
BICYCLE HOLDING, INC.
HEARTHMARK, LLC
JARDEN ACQUISITION I, INC.
JARDEN ZINC PRODUCTS, INC.
LOEW-CORNELL, INC.
QUOIN, LLC
THE UNITED STATES PLAYING CARD COMPANY
JARDEN DIRECT, INC.
USPC HOLDING, INC.
AMERICAN HOUSEHOLD, INC.
AUSTRALIAN COLEMAN, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
FIRST ALERT, INC.
FIRST ALERT HOLDINGS, INC.
KANSAS ACQUISITION CORP.
LASER ACQUISITION CORP.
L.A. SERVICES, INC.
NIPPON COLEMAN, INC.
SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.
PINE MOUNTAIN CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G. H. Ashken
Title: Treasurer

LEHIGH CONSUMER PRODUCTS CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G. H. Ashken
Title: Vice President

SI II, INC.
SUNBEAM AMERICAS HOLDINGS, LLC

By: /s/ Ian G.H. Ashken
Name: Ian G. H. Ashken
Title: President

HOLMES MOTOR CORPORATION
RIVAL CONSUMER SALES CORPORATION

By: /s/ Ian G.H. Ashken
Name: Ian G. H. Ashken
Title: Secretary

Exhibit 99.1

FOR: Jarden Corporation

CONTACT: Martin E. Franklin
Chairman and
Chief Executive Officer
914-967-9400

Investor Relations:
Erica Pettit
Press:
Evan Goetz/Melissa Merrill
Financial Dynamics
212-850-5600

FOR IMMEDIATE RELEASE

JARDEN CORPORATION SUCCESSFULLY COMPLETES REFINANCING

Rye, New York – February 14, 2007 – Jarden Corporation (NYSE: JAH) today announced that it has successfully completed its previously announced debt refinancing plan. As part of the refinancing, Jarden issued and sold $550 million of its 7 1/2% Senior Subordinated Notes due 2017 (the "Initial Notes") on February 13, 2007 and an additional $100 million of it 7 1/2% Senior Subordinated Notes due 2017 (the "Additional Notes") today. Jarden also announced today that on February 13, 2007, it completed the previously announced amendment of its existing senior credit facility and, as of today, Jarden, as part of its previously announced tender offer and consent solicitation, has purchased approximately $167 million, or approximately 93% of the aggregate principal amount of its outstanding 9 3/4% Senior Subordinated Notes due 2012 (the "2012 Notes") with a portion of the net proceeds from the sale of the Initial Notes. As a result of the purchase, the supplemental indenture dated as of February 12, 2007 with respect to the 2012 Notes became operative on February 13, 2007.

Jarden intends to use the remaining proceeds from the sale of the Initial Notes and the Additional Notes to purchase any remaining 2012 Notes tendered pursuant to the tender offer, pay down a portion of its term loan debt under its senior credit facilities and for general corporate purposes, which may include the funding of capital expenditures and potential acquisitions.

The tender offer is scheduled to expire at 5:00 p.m. (New York City time) on February 27, 2007, unless such date is extended (the "Expiration Date"). Holders of the 2012 Notes who tender their 2012 Notes at or prior to the Expiration Date will be eligible to receive only the Tender Offer Consideration set forth in the Offer to Purchase and Consent Solicitation Statement but not the Consent Payment.

This announcement is not an offer to purchase, or a solicitation of an offer to purchase, or a solicitation of tenders or consents with respect to, any 2012 Notes. The Offer and Solicitations are being made solely pursuant to the Offer to Purchase and related Letter of Transmittal.

Jarden has retained Lehman Brothers Inc. to serve as Dealer Manager and Solicitation Agent, The Bank of New York to serve as Tender Agent and Global Bondholder Services Corporation to serve as Information Agent for the tender offer and consent solicitations. Requests for documents may be directed to Global Bondholder Services Corporation by telephone at (866) 470-4200 (toll free) or (212) 430-3774 (collect), or in writing at 65 Broadway - Suite 74, New York, NY 10006.

Questions regarding the terms of the Offer to Purchase and Consent Solicitations should be directed to Lehman Brothers Inc. at (800) 438-3242 (toll free) or (212) 528-7581 (collect), attention: Liability Management Group.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy the Initial Notes or Additional Notes, nor shall there be any sale of the Initial Notes or Additional Notes in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state. A registration statement relating to the Initial Notes and Additional Notes automatically became effective on February 2, 2007, and the offering of the Initial Notes and the offering of the Additional Notes are being made by means of prospectus supplements.

Copies of the prospectus supplement for the Initial Notes may be obtained from: Lehman Brothers Inc., 745 Seventh Avenue, High Yield Capital Markets, 4th Floor, New York, NY 10019 or Citigroup Global Markets Inc., c/o Prospectus Department, 140 58th Street, Brooklyn, NY 11220.

Copies of the prospectus supplement for the Additional Notes may be obtained, when available, from: Lehman Brothers Inc., 745 Seventh Avenue, High Yield Capital Markets, 4th Floor, New York, NY 10019.

Electronic copies of the prospectus supplements also are available on the website of the Securities and Exchange Commission at http://www.sec.gov.

Jarden Corporation is a leading provider of niche consumer products used in and around the home. Jarden operates in three primary business segments through a number of well recognized brands, including: Branded Consumables: Ball®, Bee®, Bicycle®, Crawford®, Diamond®, First Alert®, Forster®, Hoyle®, Kerr®, Lehigh®, Leslie-Locke®, Loew-Cornell® and Pine Mountain®; Consumer Solutions: Bionaire®, Crock-Pot®, FoodSaver®, Harmony®, Health o meter®, Holmes®, Mr. Coffee®, Oster®, Patton®, Rival®, Seal-a-Meal®, Sunbeam®, VillaWare® and White Mountain™; and Outdoor Solutions: Campingaz® and Coleman®. Headquartered in Rye, N.Y., Jarden has over 20,000 employees worldwide. For more information, please visit www.jarden.com.

Note: This news release contains "forward-looking statements" within the meaning of the federal securities laws and is intended to qualify for the Safe Harbor from liability established by the Private Securities Litigation Reform Act of 1995, including statements regarding the outlook for Jarden's markets and the demand for its products, estimated sales, segment earnings, earnings per share, cash flows from operations, future revenues and margin requirement and expansion, the success of new product introductions, growth in costs and expenses and the impact of acquisitions, divestitures, restructurings, securities offerings and other unusual items, including Jarden's ability to integrate and obtain the anticipated results and synergies from its acquisitions. These projections and statements are based on management's estimates and assumptions with respect to future events and financial performance and are believed to be reasonable, though are inherently uncertain and difficult to predict. Actual results could differ materially from those projected as a result of certain factors. A discussion of factors that could cause results to vary is included in the Company's periodic and other reports filed with the Securities and Exchange Commission.

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