time on any Business Day during the period from the date hereof until the Scheduled Termination Date in an aggregate principal amount not to exceed at any time outstanding for all such loans by such Revolving Credit Lender such Revolving Credit Lender's Revolving Credit Commitment; *provided, however,* that at no time shall any Revolving Credit Lender be obligated to make a Domestic Revolving Loan (i) in excess of such Revolving Credit Lender's Ratable Portion of the Domestic Available Credit (ii) to the extent that the sum of the aggregate Domestic Revolving Credit Outstandings *plus* the aggregate Term Loan Outstandings, after giving effect to such Revolving Loan, would exceed the Domestic Maximum Credit in effect at such time and (iii) if such Domestic Revolving Loan will be used by the Company to make a Foreign Intercompany Loan pursuant to *clause (i)* of *Section 8.1 (Indebtedness)* (A) during the thirty (30) day period commencing with the Closing Date, to the extent the aggregate of all such Domestic Revolving Loans would exceed $25,000,000 and (B) commencing on the thirty-first (31st) day after the Closing Date and thereafter, to the extent that (1) there is Foreign Available Credit under the Foreign Revolving Credit Facility at such time and (2) the aggregate proceeds of Domestic Revolving Loans advanced as Foreign Intercompany Loans pursuant to *clause (i)* of *Section 8.1 (Indebtedness),* after giving effect to such Domestic Revolving Loan, would exceed the Foreign Sublimit. Within the limits of the Revolving Credit Commitment of each Revolving Credit Lender, amounts of Domestic Revolving Loans repaid may be reborrowed under this *Section 2.1 (The Commitments).*

(b) *Revolving Credit Commitments for Foreign Revolving Loans.* On the terms and subject to the conditions contained in this Agreement, each Revolving Credit Lender severally agrees to make Foreign Revolving Loans in Dollars to the Borrowers from time to time on any Business Day during the period from the date hereof until the Scheduled Termination Date in an aggregate principal amount not to exceed at any time outstanding for all such loans by such Revolving Credit Lender such Revolving Credit Lender's Revolving Credit Commitment; *provided, however,* that at no time shall any Revolving Credit Lender be obligated to make a Foreign Revolving Loan (i) in excess of such Revolving Credit Lender's Ratable Portion of the Foreign Available Credit and (ii) to the extent that the aggregate Foreign Revolving Credit Outstandings, after giving effect to such Foreign Revolving Loan, would exceed the Foreign Maximum Credit in effect at such time. Within the limits of the Revolving Credit Commitment of each Revolving Credit Lender, amounts of Foreign Revolving Loans repaid may be reborrowed under this *Section 2.1 (The Commitments).*

(c) *Term Loan Commitments.* On the terms and subject to the conditions contained in this Agreement, each Term Loan Lender severally agrees to make a loan (each a "*Term Loan*") to the Borrowers on the Closing Date, in an aggregate principal amount not to exceed such Lender's Term Loan Commitment; *provided, however*, that no Term Loan Lender shall be obligated to make a Term Loan (i) in excess of such Term Loan Lender's Ratable Portion of the Domestic Available Credit and (ii) to the extent that the sum of the aggregate Revolving Credit Outstandings *plus* the aggregate Term Loan Outstandings after giving effect to such Term Loan, would exceed the Domestic Maximum Credit in effect at such time. Amounts of Term Loans prepaid may not be reborrowed.

Section 2.2 Borrowing Procedures

(a) Each Revolving Credit Borrowing shall be made on notice given by the Company to the Administrative Agent not later than 11:00 A.M. (New York City time) (i) (A) on the Closing Date, and (B) thereafter, one Business Day, in the case of a Borrowing of Base Rate Loans and (ii) three Business Days, in the case of a Borrowing of Eurodollar Rate Loans, prior to

the date of the proposed Revolving Credit Borrowing. Each such notice shall be in substantially the form of *Exhibit C* (a "*Notice of Borrowing*"), specifying (A) the date of such proposed Revolving Credit Borrowing, (B) the aggregate amount of such proposed Revolving Credit Borrowing, (C) whether any portion of the proposed Revolving Credit Borrowing will be of Base Rate Loans or Eurodollar Rate Loans, (D) the initial Interest Period or Periods for any such Eurodollar Rate Loans, (E) the Domestic Available Credit, or Foreign Available Credit as it relates to the relevant Foreign Borrowing Base Subsidiary, as applicable (after giving effect to the proposed Revolving Credit Borrowing) and (F) the unused Foreign Sublimit, if applicable (after giving effect to the proposed Revolving Credit Borrowing). The Revolving Loans shall be made as Base Rate Loans unless, subject to *Section 2.14 (Special Provisions Governing Eurodollar Rate Loans)*, the Notice of Borrowing specifies that all or a portion thereof shall be Eurodollar Rate Loans. Notwithstanding anything to the contrary contained in *Section 2.3(a) (Swing Loans)*, if any Notice of Borrowing requests a Borrowing of Base Rate Loans, the Administrative Agent may make a Swing Loan available to the Borrower in an aggregate amount not to exceed such proposed Borrowing, and the aggregate amount of the corresponding proposed Borrowing shall be reduced accordingly by the principal amount of such Swing Loan. Subject to *Section 2.3(b) (Swing Loans)*, each Revolving Credit Borrowing shall be in an aggregate amount of not less than $5,000,000 or an integral multiple of $1,000,000 in excess thereof.

(b) All Term Loan Borrowings shall be made upon receipt of a Notice of Borrowing given by the Company to the Administrative Agent not later than 11:00 A.M. (New York City time) (i) on the Closing Date, in the case of a Borrowing of Base Rate Loans and (ii) three Business Days prior to the Closing Date, in the case of a Borrowing of Eurodollar Rate Loans, prior to the date of the proposed Term Loan Borrowing. The Notice of Borrowing shall specify (A) the date of the proposed Term Loan Borrowing, (B) the aggregate amount of such proposed Term Loan Borrowing, (C) whether any portion of the proposed Term Loan Borrowing will be of Base Rate Loans or Eurodollar Rate Loans, (D) the initial Interest Period or Periods for any such Eurodollar Rate Loans, and (E) the Domestic Available Credit. The Term Loans shall be made as Base Rate Loans unless, subject to *Section 2.14 (Special Provisions Governing Eurodollar Rate Loans)*, the Notice of Borrowing specifies that all or a portion thereof shall be Eurodollar Rate Loans.

(c) The Administrative Agent shall give to each Lender prompt notice of the Administrative Agent's receipt of a Notice of Borrowing and, if Eurodollar Rate Loans are properly requested in such Notice of Borrowing, the applicable interest rate determined pursuant to *clause (a)* of *Section 2.14 (Special Provisions Governing Eurodollar Rate Loans)*. Each Lender shall, before 11:00 A.M. (New York City time) on the date of the proposed Borrowing, make available to the Administrative Agent at its address referred to in *Section 13.8 (Notices, Etc.)*, in immediately available funds, such Lender's Ratable Portion of such proposed Borrowing. Upon the fulfillment (or due waiver in accordance with *Section 13.1 (Amendments, Waivers, Etc.)*) (i) on the Closing Date, of the applicable conditions set forth in *Section 3.1 (Conditions Precedent to Initial Loans and Letters of Credit)* and (ii) at any time (including the Closing Date), of the applicable conditions set forth in *Section 3.2 (Conditions Precedent to Each Loan and Letter of Credit)*, and after the Administrative Agent's receipt of such funds, the Administrative Agent will make such funds available to the Borrowers.

(d) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any proposed Borrowing that such Lender will not make available to the Administrative Agent such Lender's Ratable Portion of such Borrowing, the Administrative

Agent may assume that such Lender has made such Ratable Portion available to the Administrative Agent on the date of such Borrowing in accordance with this *Section 2.2 (Borrowing Procedures)*, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrowers on such date a corresponding amount. If and to the extent that such Lender shall not have so made such Ratable Portion available to the Administrative Agent, such Lender and the Borrowers severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrowers until the date such amount is repaid to the Administrative Agent, at (i) in the case of the Borrowers, the interest rate applicable at the time to the Loans comprising such Borrowing and (ii) in the case of such Lender, the Federal Funds Rate for the first Business Day and thereafter at the interest rate applicable at the time to the Loans comprising such Borrowing. If such Lender shall repay to the Administrative Agent such corresponding amount, such amount so repaid shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement. If the Borrowers shall repay to the Administrative Agent such corresponding amount, such payment shall not relieve such Lender of any obligation it may have hereunder to the Borrowers.

(e) The failure of any Lender to make the Loan or any payment required by it on the date specified (a "*Non-Funding Lender*"), including any payment in respect of its participation in Swing Loans and Letter of Credit Obligations, shall not relieve any other Lender of its obligations to make such Loan or payment on such date but no such other Lender shall be responsible for the failure of any Non-Funding Lender to make a Loan or payment required under this Agreement.

Section 2.3 Swing Loans

(a) On the terms and subject to the conditions contained in this Agreement, the Swing Loan Lender may, in its sole discretion, make loans (each a "*Swing Loan*") otherwise available to the Borrowers under the Revolving Credit Facility from time to time on any Business Day during the period from the date hereof until the Scheduled Termination Date in an aggregate principal amount at any time outstanding not to exceed the lesser of $25,000,000 and the Swing Loan Lender's Ratable Portion of the Domestic Available Credit or Foreign Available Credit, as the case may be, at such time. Each Swing Loan shall be a Base Rate Loan and must be repaid in full within seven days after its making or, if sooner, upon any Borrowing hereunder and shall in any event mature no later than the Scheduled Termination Date. Within the limits set forth in the first sentence of this *clause (a)*, amounts of Swing Loans repaid may be reborrowed under this *clause (a)*.

(b) In order to request a Swing Loan, the Company shall telecopy (or forward by electronic mail or similar means) to the Administrative Agent a duly completed request in substantially the form of *Exhibit D (Form of Swing Loan Request)*, setting forth the requested amount (which shall be in a minimum amount of $500,000 or an integral multiple of $100,000 in excess thereof) and date of the Swing Loan (a "*Swing Loan Request*"), to be received by the Administrative Agent not later than 1:00 p.m. (New York time) on the day of the proposed borrowing. The Administrative Agent shall promptly notify the Swing Loan Lender of the details of the requested Swing Loan. Subject to the terms of this Agreement, the Swing Loan Lender may make a Swing Loan available to the Administrative Agent and, in turn, the Administrative Agent shall make such amounts available to the Borrower on the date of the relevant Swing Loan Request. The Swing Loan Lender shall not make any Swing Loan in the period commencing on the first Business Day after it receives written notice from the Administrative Agent or any

Revolving Credit Lender that one or more of the conditions precedent contained in *Section 3.2 (Conditions Precedent to Each Loan and Letter of Credit)* shall not on such date be satisfied, and ending when such conditions are satisfied. The Swing Loan Lender shall not otherwise be required to determine that, or take notice whether, the conditions precedent set forth in *Section 3.2 (Conditions Precedent to Each Loan and Letter of Credit)* have been satisfied in connection with the making of any Swing Loan.

(c) The Swing Loan Lender shall notify the Administrative Agent in writing (which writing may be a telecopy or electronic mail) weekly, by no later than 10:00 a.m. (New York time) on the first Business Day of each week, of the aggregate principal amount of its Swing Loans then outstanding.

(d) The Swing Loan Lender may demand at any time that each Revolving Credit Lender pay to the Administrative Agent, for the account of the Swing Loan Lender, in the manner provided in *clause (e)* below, such Revolving Credit Lender's Ratable Portion of all or a portion of the outstanding Swing Loans, which demand shall be made through the Administrative Agent, shall be in writing and shall specify the outstanding principal amount of Swing Loans demanded to be paid.

(e) The Administrative Agent shall forward each notice referred to in *clause (c)* above and each demand referred to in *clause (d)* above to each Revolving Credit Lender on the day such notice or such demand is received by the Administrative Agent (except that any such notice or demand received by the Administrative Agent after 2:00 p.m. (New York time) on any Business Day or any such demand received on a day that is not a Business Day shall not be required to be forwarded to the Revolving Credit Lenders by the Administrative Agent until the next succeeding Business Day), together with a statement prepared by the Administrative Agent specifying the amount of each Revolving Credit Lender's Ratable Portion of the aggregate principal amount of the Swing Loans stated to be outstanding in such notice or demanded to be paid pursuant to such demand, and, notwithstanding whether or not the conditions precedent set forth in *Section 3.2 (Conditions Precedent to Each Loan and Letter of Credit)* shall have been satisfied (which conditions precedent the Revolving Credit Lenders hereby irrevocably waive), each Revolving Credit Lender shall, before 11:00 a.m. (New York time) on the Business Day next succeeding the date of such Revolving Credit Lender's receipt of such notice or demand, make available to the Administrative Agent, in immediately available funds, for the account of the Swing Loan Lender, the amount specified in such statement. Upon such payment by a Revolving Credit Lender, such Revolving Credit Lender shall, except as provided in *clause (f)* below, be deemed to have made a Revolving Loan to the Borrowers. The Administrative Agent shall use such funds to repay the Swing Loans to the Swing Loan Lender. To the extent that any Revolving Credit Lender fails to make such payment available to the Administrative Agent for the account of the Swing Loan Lender, the Borrowers shall repay such Swing Loan on demand.

(f) From and after the date on which any Revolving Credit Lender is deemed to have made a Revolving Loan pursuant to *clause (e)* above with respect to any Swing Loan, the Swing Loan Lender shall promptly distribute to such Revolving Credit Lender such Revolving Credit Lender's Ratable Portion of all payments of principal of and interest received by the Swing Loan Lender on account of such Swing Loan other than those received from a Revolving Credit Lender pursuant to *clause (e)* above.

Section 2.4 Letters of Credit

(a) On the terms and subject to the conditions contained in this Agreement, each Issuer agrees to Issue at the request of the Company and for the account of the Borrowers or, if approved by the Bankruptcy Court, for the benefit of any Foreign LC Subsidiary, one or more Letters of Credit from time to time on any Business Day during the period commencing on the Closing Date and ending on or prior to the Scheduled Termination Date; *provided, however*, that no Issuer shall be under any obligation to Issue any Letter of Credit if:

(i) any order, judgment or decree of any Governmental Authority or arbitrator shall purport by its terms to enjoin or restrain such Issuer from Issuing such Letter of Credit or any Requirement of Law applicable to such Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuer shall prohibit, or request that such Issuer refrain from, the Issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuer with respect to such Letter of Credit any restriction or reserve or capital requirement (for which such Issuer is not otherwise compensated) not in effect on the date of this Agreement or result in any unreimbursed loss, cost or expense that was not applicable, in effect or known to such Issuer as of the date of this Agreement and that such Issuer in good faith deems material to it;

(ii) such Issuer shall have received written notice from the Administrative Agent, any Revolving Credit Lender or any Borrower, on or prior to the requested date of Issuance of such Letter of Credit, that one or more of the applicable conditions contained in *Section 3.1 (Conditions Precedent to Initial Loans and Letters of Credit)* and *Section 3.2 (Conditions Precedent to Each Loan and Letter of Credit)* is not then satisfied or duly waived;

(iii) after giving effect to the Issuance of such Letter of Credit, the aggregate Domestic Revolving Credit Outstandings would exceed the Domestic Maximum Credit at such time, if applicable;

(iv) after giving effect to the Issuance of such Letter of Credit, the aggregate Foreign Revolving Credit Outstandings would exceed the Foreign Maximum Credit at such time, if applicable;

(v) after giving effect to the Issuance of such Letter of Credit, the sum of (i) the Letter of Credit Undrawn Amounts at such time and (ii) the Reimbursement Obligations at such time exceeds $40,000,000;

(vi) any fees due in connection with a requested Issuance have not been paid;

(vii) such Letter of Credit is requested to be Issued in a form that is not acceptable to such Issuer consistent with the Issuer's standard practices;

(viii) such Letter of Credit is requested to be Issued under the Foreign Sublimit and there is Foreign Available Credit under the Foreign Revolving Credit Facility at such time; or

(ix) unless otherwise approved by the Administrative Agent and such Issuer, such Letter of Credit is to be Issued to renew, replace, backstop or succeed a letter of credit issued or deemed issued under the Pre-Petition Facility or otherwise Issued prior to the Petition Date.

None of the Lenders (other than the Issuers in their capacity as such) shall have any obligation to Issue any Letter of Credit.

(b) In no event shall the expiration date of any Letter of Credit (i) be more than one year after the date of issuance thereof or (ii) occur after the Scheduled Termination Date.

(c) In connection with the Issuance of each Letter of Credit, the Company shall give the relevant Issuer and the Administrative Agent at least three Business Days' prior written notice, in substantially the form of *Exhibit E (Form of Letter of Credit Request)* (or in such other written or electronic form as is acceptable to the Issuer), of the requested Issuance of such Letter of Credit (a "*Letter of Credit Request*"). Such notice shall be irrevocable and shall specify the Issuer of such Letter of Credit, the stated amount of the Letter of Credit requested, the date of Issuance of such requested Letter of Credit (which date shall be a Business Day), the date on which such Letter of Credit is to expire (which date shall be a Business Day) and the Person for whose benefit the requested Letter of Credit is to be Issued. Such notice, to be effective, must be received by the relevant Issuer and the Administrative Agent not later than 11:00 a.m. (New York time) on the third Business Day prior to the requested Issuance of such Letter of Credit.

(d) Subject to the satisfaction of the conditions set forth in this *Section 2.4 (Letters of Credit)*, the relevant Issuer shall, on the requested date, Issue a Letter of Credit on behalf of the Borrowers in accordance with such Issuer's usual and customary business practices. No Issuer shall Issue any Letter of Credit in the period commencing on the first Business Day after it receives written notice from the Administrative Agent or any Revolving Credit Lender that one or more of the conditions precedent contained in *Section 3.2 (Conditions Precedent to Each Loan and Letter of Credit)* shall not on such date be satisfied and ending when such conditions are satisfied. The relevant Issuer shall not otherwise be required to determine that, or take notice whether, the conditions precedent set forth in *Section 3.2 (Conditions Precedent to Each Loan and Letter of Credit)* have been satisfied in connection with the Issuance of any Letter of Credit.

(e) If requested by the relevant Issuer, prior to the issuance of each Letter of Credit by such Issuer, and as a condition of such Issuance and of the participation of each Revolving Credit Lender in the applicable Letter of Credit Obligations arising with respect thereto, the Company shall have delivered to such Issuer a letter of credit reimbursement agreement, in such form as the Issuer may employ in its ordinary course of business for its own account (a "*Letter of Credit Reimbursement Agreement*"), signed by the Company, and such other documents or items as may be required pursuant to the terms thereof. In the event of any conflict between the terms of any Letter of Credit Reimbursement Agreement and this Agreement, the terms of this Agreement shall govern.

(f) Each Issuer shall:

(i) give the Administrative Agent written notice (or telephonic notice confirmed promptly thereafter in writing), which writing may be a telecopy or electronic mail, of the Issuance or renewal of a Letter of Credit issued by it, of all

drawings under a Letter of Credit issued by it and the payment (or the failure to pay when due) by the Borrowers of any Reimbursement Obligation when due (which notice the Administrative Agent shall promptly transmit by telecopy or similar transmission to each Lender);

(ii) upon the request of any Revolving Credit Lender, furnish to such Revolving Credit Lender copies of any Letter of Credit Reimbursement Agreement to which such Issuer is a party and such other documentation as may reasonably be requested by such Revolving Credit Lender; and

(iii) no later than 10 Business Days following the last day of each calendar month, provide to the Administrative Agent (and the Administrative Agent shall provide a copy to each Lender requesting the same) and the Borrowers separate schedules for Documentary and Standby Letters of Credit issued by it, in form and substance reasonably satisfactory to the Administrative Agent, setting forth the aggregate Letter of Credit Obligations outstanding at the end of each month.

(g) Immediately upon the issuance by an Issuer of a Letter of Credit in accordance with the terms and conditions of this Agreement, such Issuer shall be deemed to have sold and transferred to each Revolving Credit Lender, and each Revolving Credit Lender shall be deemed irrevocably and unconditionally to have purchased and received from such Issuer, without recourse or warranty, an undivided interest and participation, to the extent of such Revolving Credit Lender's Ratable Portion, in such Letter of Credit and the obligations of the Borrowers with respect thereto (including all Letter of Credit Obligations with respect thereto) and any security therefor and guaranty pertaining thereto.

(h) The Borrowers jointly and severally agree to pay to the Issuer of any Letter of Credit the amount of all Reimbursement Obligations owing to such Issuer under any Letter of Credit issued for its account no later than the date that is the next succeeding Business Day after the Borrowers receive written notice from such Issuer that payment has been made under such Letter of Credit (the "*Reimbursement Date*"), irrespective of any claim, set-off, defense or other right that the Borrowers may have at any time against such Issuer or any other Person. In the event that any Issuer makes any payment under any Letter of Credit and the Borrowers shall not have repaid such amount to such Issuer pursuant to this *clause (h)* or such payment is rescinded or set aside for any reason, such Reimbursement Obligation shall be payable on demand with interest thereon computed (i) from the date on which such Reimbursement Obligation arose to the Reimbursement Date, at the rate of interest applicable during such period to Base Rate Loans and (ii) from the Reimbursement Date until the date of repayment in full, at the rate of interest applicable during such period to past due Loans bearing interest at a rate based on the Base Rate during such period, and such Issuer shall promptly notify the Administrative Agent, which shall promptly notify each Revolving Credit Lender of such failure, and each Revolving Credit Lender shall promptly and unconditionally pay to the Administrative Agent for the account of such Issuer the amount of such Revolving Credit Lender's Ratable Portion of such payment in Dollars and in immediately available funds. If the Administrative Agent so notifies such Revolving Credit Lender prior to 11:00 a.m. (New York time) on any Business Day, such Revolving Credit Lender shall make available to the Administrative Agent for the account of such Issuer its Ratable Portion of the amount of such payment on such Business Day in immediately available funds. Upon such payment by a Revolving Credit Lender, such Revolving Credit Lender shall, notwithstanding whether or not the conditions precedent set forth in *Section 3.2 (Conditions Precedent to Each Loan and Letter of Credit)* shall have been satisfied (which conditions

precedent the Revolving Credit Lenders hereby irrevocably waive), be deemed to have made a Revolving Loan to the Borrowers in the principal amount of such payment. Whenever any Issuer receives from the Borrowers a payment of a Reimbursement Obligation as to which the Administrative Agent has received for the account of such Issuer any payment from a Revolving Credit Lender pursuant to this *clause (h)*, such Issuer shall pay to the Administrative Agent and the Administrative Agent shall promptly pay to each Revolving Credit Lender, in immediately available funds, an amount equal to such Revolving Credit Lender's Ratable Portion of the amount of such payment adjusted, if necessary, to reflect the respective amounts the Revolving Credit Lenders have paid in respect of such Reimbursement Obligation.

(i) The Borrowers' obligation to pay each Reimbursement Obligation and the obligations of the Revolving Credit Lenders to make payments to the Administrative Agent for the account of the Issuers with respect to Letters of Credit shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement, under any and all circumstances whatsoever, including the occurrence of any Default or Event of Default, and irrespective of any of the following:

(i) any lack of validity or enforceability of any Letter of Credit or any Loan Document, or any term or provision therein;

(ii) any amendment or waiver of or any consent to departure from all or any of the provisions of any Letter of Credit or any Loan Document;

(iii) the existence of any claim, set off, defense or other right that any Borrower, any other party guaranteeing, or otherwise obligated with, such Borrower, any Subsidiary or other Affiliate thereof or any other Person may at any time have against the beneficiary under any Letter of Credit, any Issuer, the Administrative Agent or any Lender or any other Person, whether in connection with this Agreement, any other Loan Document or any other related or unrelated agreement or transaction;

(iv) any draft or other document presented under a 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;

(v) payment by the Issuer under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit; and

(vi) any other act or omission to act or delay of any kind of the Issuer, the Lenders, the Administrative Agent or any other Person or any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this *Section 2.4 (Letters of Credit)*, constitute a legal or equitable discharge of the Borrowers' obligations hereunder.

Any action taken or omitted to be taken by the relevant Issuer under or in connection with any Letter of Credit, if taken or omitted in the absence of gross negligence or willful misconduct, shall not put such Issuer under any resulting liability to any Borrower or any Lender. In determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof, the 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, in making any payment under any Letter of Credit, the Issuer may rely exclusively on the documents presented to it under such Letter of Credit as to any and all matters set forth therein, including reliance on the amount of any draft presented under such Letter of Credit, whether or not the amount due to the beneficiary thereunder equals the amount of such draft and whether or not any document presented pursuant to such Letter of Credit proves to be insufficient in any respect, if such document on its face appears to be in order, and whether or not any other statement or any other document presented pursuant to such Letter of Credit proves to be forged or invalid or any statement therein proves to be inaccurate or untrue in any respect whatsoever, and any noncompliance in any immaterial respect of the documents presented under such Letter of Credit with the terms thereof shall, in each case, be deemed not to constitute willful misconduct or gross negligence of the Issuer.

(j) If and to the extent such Revolving Credit Lender shall not have so made its Ratable Portion of the amount of the payment required by *clause (h)* above available to the Administrative Agent for the account of such Issuer, such Revolving Credit Lender agrees to pay to the Administrative Agent for the account of such Issuer forthwith on demand any such unpaid amount together with interest thereon, for the first Business Day after payment was first due at the Federal Funds Rate and, thereafter until such amount is repaid to the Administrative Agent for the account of such Issuer, at the rate per annum applicable to Base Rate Loans under the Facilities. The failure of any Revolving Credit Lender to make available to the Administrative Agent for the account of such Issuer its Ratable Portion of any such payment shall not relieve any other Revolving Credit Lender of its obligation hereunder to make available to the Administrative Agent for the account of such Issuer its Ratable Portion of any payment on the date such payment is to be made, but no Revolving Credit Lender shall be responsible for the failure of any other Revolving Credit Lender to make available to the Administrative Agent for the account of the Issuer such other Revolving Credit Lender's Ratable Portion of any such payment.

Section 2.5 Reduction and Termination of the Commitments

(a) The Borrowers may, upon at least five (5) Business Days' prior notice to the Administrative Agent, terminate in whole or reduce in part ratably the unused portions of the respective Commitments of the Lenders; *provided, however*, that each partial reduction shall be in an aggregate amount of not less than $5,000,000 or an integral multiple of $1,000,000 in excess thereof.

(b) To the extent that any prepayment of Swing Loans or Domestic Revolving Loans is made pursuant to *Section 2.9(a) (Mandatory Prepayments)* as a result of a Domestic Asset Sale of assets which comprise part of the Domestic Borrowing Base, the then current Revolving Credit Commitments shall be reduced on each date on which such prepayment of Swing Loans or Domestic Revolving Loans is made, or would be required to be made had the outstanding Swing Loans and Domestic Revolving Loans equaled the applicable 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 Credit Lender shall be reduced by its Ratable Portion of such amount.

(c) To the extent that any prepayment of Foreign Revolving Loans is made pursuant to *Section 2.9(c) (Mandatory Prepayments)*, the then current Revolving Credit Commitments shall be reduced on each date on which such prepayment of Foreign Revolving Loans is made, or would be required to be made had the outstanding Foreign Revolving Loans equaled the applicable 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 Credit Lender shall be reduced by its Ratable Portion of such amount.

Section 2.6 Repayment of Loans

The Borrowers jointly and severally promise to repay the entire unpaid principal amount of the Loans and the Swing Loans and all accrued but unpaid interest thereon on the Scheduled Termination Date or such earlier date on which the Loans shall be due and payable pursuant to this Agreement.

Section 2.7 Evidence of Debt

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing Indebtedness of the Borrowers to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(b) The Administrative Agent shall maintain accounts in accordance with its usual practice in which it shall record (i) the amount of each Loan made and, if a Eurodollar Rate Loan, the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable by the Borrowers to each Lender hereunder with respect to each Loan and (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrowers, whether such sum constitutes principal or interest (and the type of Loan to which it applies), fees, expenses or other amounts due under the Loan Documents and each Lender's share thereof, if applicable.

(c) The entries made in the accounts maintained pursuant to *clauses (a)* and *(b)* above shall, to the extent permitted by applicable law, be *prima facie* evidence of the existence and amounts of the obligations recorded therein; *provided, however*, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligations of the Borrowers to repay the Loans in accordance with their terms.

(d) Notwithstanding any other provision of the Agreement, in the event that any Lender requests that the Borrowers execute and deliver a promissory note or notes payable to such Lender in order to evidence the Indebtedness owing to such Lender by the Borrowers hereunder, the Borrowers shall promptly execute and deliver a Note or Notes to such Lender evidencing any Term Loans and Revolving Loans, as the case may be, of such Lender, substantially in the forms of *Exhibit B-1 (Form of Revolving Credit Note)* or *Exhibit B-2 (Form of Term Note)*.

Section 2.8 Optional Prepayments

(a) *Revolving Loans*. Notwithstanding the provisions contained in *Section 2.9(i) (Mandatory Prepayments)*, the Borrowers may, upon at least five Business Days' prior notice to the Administrative Agent, stating the proposed date and aggregate principal amount of the prepayment, prepay the outstanding principal amount of the Revolving Loans and Swing Loans in whole or in part; *provided, however,* that if any prepayment of any Eurodollar Rate Loan is made by the Borrowers other than on the last day of an Interest Period for such Loan, the Borrowers shall also pay any amounts owing pursuant to *Section 2.14(e) (Breakage Costs)*; and, *provided, further*, that each partial prepayment shall be in an aggregate principal amount not less than

$5,000,000 or integral multiples of $1,000,000 in excess thereof. Upon the giving of such notice of prepayment, the principal amount of Revolving Loans and Swing Loans specified to be prepaid shall become due and payable on the date specified for such prepayment.

(b) *Term Loans*. The Borrowers may, upon at least five Business Days' prior notice to the Administrative Agent, stating the proposed date and aggregate principal amount of the prepayment, prepay the outstanding principal amount of the Term Loans in whole or in part; together with accrued interest to the date of such prepayment on the principal amount prepaid; *provided, however*, that if any prepayment of any Eurodollar Rate Loan is made by the Borrowers other than on the last day of an Interest Period for such Loan, the Borrowers shall also pay any amounts owing pursuant to *Section 2.14(e) (Breakage Costs)*, and, *provided, further*, that each partial prepayment shall be in an aggregate amount not less than $5,000,000 or integral multiples of $1,000,000 in excess thereof. Upon the giving of such notice of prepayment, the principal amount of Term Loans specified to be prepaid shall become due and payable on the date specified for such prepayment.

(c) The Borrower shall have no right to prepay the principal amount of any Revolving Loan or any Term Loan other than as provided in this *Section 2.8 (Optional Prepayments)*.

Section 2.9 Mandatory Prepayments

(a) Upon receipt by any Borrower or any of the Domestic Guarantors of any Net Cash Proceeds arising from any Property Loss Event or Domestic Asset Sale, the Borrowers shall immediately prepay the Domestic Loans (or provide cash collateral in respect of Letters of Credit) in an amount equal to the Available Prepayment Amount; *provided, however*, that in the case of any Net Cash Proceeds arising from a Reinvestment Event, the Borrowers shall prepay the Domestic 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 and, pending application of such proceeds as specified in the Reinvestment Notice, shall pay the same to the Administrative Agent to be held in a Cash Collateral Account. Any such mandatory prepayment shall be applied in accordance with *clause (b)* below.

(b) Subject to the provisions of *Section 2.13(g) (Payments and Computations)*, any prepayments made by the Borrowers pursuant to *clause (a)* above required to be applied in accordance with this *clause (b)*shall be applied as follows: *first*, to repay the outstanding principal balance of the Swing Loans until such Swing Loans shall have been repaid in full; *second*, to repay the Term Loans and the Domestic Revolving Loans ratably in accordance with the then outstanding amounts thereof; and *third*, to provide cash collateral for any Letter of Credit Obligations in the manner set forth in *Section 9.3 (Actions in Respect of Letters of Credit)* until all such Letter of Credit Obligations have been fully cash collateralized in the manner set forth therein. All repayments of Domestic Loans required to be made pursuant to this *clause (b)* shall result in a permanent reduction of the Commitments to the extent provided in *Section 2.5(b) (Reduction and Termination of the Commitments)*.

(c) Upon receipt by any Foreign Borrowing Base Subsidiary of any Net Cash Proceeds arising from any Foreign Borrowing Base Asset Sale, the Company shall cause such Foreign Borrowing Base Subsidiary to prepay Foreign Intercompany Loans made to such Foreign Borrowing Base Subsidiary by the Company pursuant to *clauses (h)* and *(i)* of *Section 8.1*

(Indebtedness), and the Borrowers shall immediately prepay the Domestic Revolving Loans and the Foreign Revolving Loans in each case, in an amount equal to the Available Prepayment Amount. Any such mandatory prepayment shall be applied in accordance with *clause (d)* below.

(d) Subject to the provisions of *Section 2.13(g) (Payments and Computations)*, any prepayments made by the Borrowers pursuant to *clause (c)* above required to be applied in accordance with this *clause (d)* shall be applied as follows: *first*, to repay the outstanding principal balance of the Domestic Revolving Loans under the Foreign Sublimit until such Domestic Revolving Loans shall have been repaid in full, *second* to repay the outstanding principal balance of the Foreign Revolving Loans until such Foreign Revolving Loans shall have been paid in full, and *third*, to provide cash collateral for any Letter of Credit Obligations in the manner set forth in *Section 9.3 (Actions in Respect of Letters of Credit)* until all such Letter of Credit Obligations have been fully cash collateralized in the manner set forth therein. All repayments of Revolving Loans required to be made pursuant to this *clause (d)* shall result in a permanent reduction of the Revolving Credit Commitments to the extent provided in *Section 2.5(c) (Reduction and Termination of the Commitments)*.

(e) If at any time, the sum of the aggregate principal amount of Domestic Revolving Credit Outstandings *plus* the aggregate principal amount of Term Loan Outstandings exceeds the Domestic Maximum Credit at such time, the Borrowers shall forthwith prepay the Swing Loans first and then the Domestic Revolving Loans then outstanding in an amount equal to such excess. If any such excess remains after repayment in full of the aggregate outstanding Swing Loans and Domestic Revolving Loans, the Borrower shall provide cash collateral for the Letter of Credit Obligations in the manner set forth in *Section 9.3 (Actions in Respect of Letters of Credit)* in an amount equal to 105% of such excess.

(f) If at any time, the aggregate principal amount of Foreign Revolving Credit Outstandings exceeds the Foreign Maximum Credit at such time, the Borrowers shall forthwith prepay the Foreign Revolving Loans then outstanding in an amount equal to such excess. If any such excess remains after repayment in full of the aggregate outstanding Foreign Revolving Loans, the Borrowers shall provide cash collateral for the Letter of Credit Obligations in the manner set forth in *Section 9.3 (Actions in Respect of Letters of Credit)* in an amount equal to 105% of such excess.

(g) Upon receipt by any Foreign Subsidiary of any Net Cash Proceeds arising from any Other Foreign Asset Sale or Foreign Non-Borrowing Base Asset Sale, the Company shall cause such Foreign Subsidiary to pay an amount equal to the Available Prepayment Amount to the Administrative Agent to be held in the Escrow Account. Any such mandatory prepayment shall be applied in accordance with *clause (h)* below.

(h) Subject to the provisions of *Section 2.13(g) (Payments and Computations)*, any Net Cash Proceeds held by the Administrative Agent required to be applied in accordance with this *clause (h)* shall be applied as follows: *first*, to prepay Foreign Intercompany Loans made to such Foreign Subsidiary by the Company under the Foreign Sublimit pursuant to *clause (f)* of *Section 8.3 (Investments)*, *second*, to prepay Foreign Intercompany Loans made to such Foreign Subsidiary by the Company under the Foreign Revolving Credit Facility pursuant to *clause (f)* of *Section 8.3 (Investments)*, and, *then*, to be held by the Administrative Agent until such time as the Obligations are paid in full and all Letters of Credit have been fully cash collateralized at which time the Administrative Agent shall apply any such remaining Net Cash Proceeds in accordance with the terms of the Intercreditor Agreement.

(i) Upon receipt by any Foreign Subsidiary domiciled in Europe of any Net Cash Proceeds arising from any Indebtedness incurred by it pursuant to *clause (o)* of *Section 8.1 (Indebtedness)*, the Borrowers shall cause Mercolec to prepay Foreign Intercompany Loans made to it by any Intercompany Lender pursuant to *clause (j)* of *Section 8.1 (Indebtedness)*, and the Borrowers shall immediately prepay the Domestic Revolving Loans and the Foreign Revolving Loans in each case, in an amount equal to 100% of such Net Cash Proceeds. Any such mandatory prepayment shall be applied in accordance with *clause (j)* below.

(j) Subject to the provisions of *Section 2.13(g) (Payments and Computations)*, any prepayments made by the Borrowers pursuant to *clause (i)* above or *clause (k)* below required to be applied in accordance with this *clause (j)* shall be applied as follows: *first*, to repay the outstanding principal balance of the Domestic Revolving Loans under the Foreign Sublimit until such Domestic Revolving Loans shall have been repaid in full, *second* to repay the outstanding principal balance of the Foreign Revolving Loans until such Foreign Revolving Loans shall have been paid in full, and *third,* to provide cash collateral for any Letter of Credit Obligations in the manner set forth in *Section 9.3 (Actions in Respect of Letters of Credit)* until all such Letter of Credit Obligations have been fully cash collateralized in the manner set forth therein.

(k) Upon receipt by Mercolec of any cash proceeds arising from any Mercolec Loan, the Borrowers shall cause Mercolec to prepay the outstanding balance under all Foreign Intercompany Loans made to Mercolec by any Intercompany Lender pursuant to *clause (j)* of *Section 8.1 (Indebtedness)*, and the Borrowers shall immediately prepay the Domestic Revolving Loans and the Foreign Revolving Loans in each case, in an amount equal to 100% of such prepayment of Foreign Intercompany Loans. Any such mandatory prepayment shall be applied in accordance with *clause (j)* above.

(l) Except during the continuance of an Event of Default (in which case *Section 2.13(g) (Payments and Computations)* shall apply), all available funds in the Concentration Account (other than an amount equal to any Proceeds arising from a Reinvestment Event that are held in the Concentration Account pending application of such proceeds as specified in a Reinvestment Notice) shall be applied on a daily basis as follows: *first*, to repay the outstanding principal amount of the Swing Loans until such Swing Loans have been repaid in full; *second* to repay the outstanding principal balance of the Revolving Loans until such Revolving Loans shall have been repaid in full; and *then* to any other Obligation then due and payable. The Administrative Agent agrees so to apply such funds and the Borrowers consent to such application. If, following such application, there are no Loans outstanding and no other Obligations that are then due and payable (and, during the continuance of an Event of Default, cash collateral has been provided in the amount of 105% of all outstanding Letter of Credit Obligations)], then the Administrative Agent shall cause any remaining funds in the Cash Collateral Account to be paid at the written direction of the Company.

Section 2.10 Interest

(a) *Rate of Interest.* All Loans and the outstanding amount of all other Obligations shall bear interest, in the case of Loans, on the unpaid principal amount thereof from the date such Loans are made and, in the case of such other Obligations, from the date such other Obligations are due and payable until, in all cases, paid in full, except as otherwise provided in *clause (c)* below, as follows:

(i) if a Base Rate Loan or such other Obligation, at a rate per annum equal to the sum of (A) the Base Rate as in effect from time to time *plus* (B) the Applicable Margin; and

(ii) if a Eurodollar Rate Loan, at a rate per annum equal to the sum of (A) the Eurodollar Rate determined for the applicable Interest Period *plus* (B) the Applicable Margin in effect from time to time during such Eurodollar Interest Period.

(b) *Interest Payments.* (i) Interest accrued on each Base Rate Loan (other than Swing Loans) shall be payable in arrears (A) on the first Business Day of each calendar month, commencing on the first such day following the making of such Base Rate Loan and (B) if not previously paid in full, at maturity (whether by acceleration or otherwise) of such Base Rate Loan, (ii) interest accrued on Swing Loans shall be payable in arrears on the first Business Day of the immediately succeeding calendar month, (iii) interest accrued on each Eurodollar Rate Loan shall be payable in arrears (A) on the last day of each Interest Period applicable to such Loan and, if such Interest Period has a duration of more than three months, on each day during such Interest Period occurring every three months from the first day of such Interest Period, (B) upon the payment or prepayment thereof in full or in part and (C) if not previously paid in full, at maturity (whether by acceleration or otherwise) of such Eurodollar Rate Loan and (iv) interest accrued on the amount of all other Obligations shall be payable on demand from and after the time such Obligation becomes due and payable (whether by acceleration or otherwise).

(c) *Default Interest.* Notwithstanding the rates of interest specified in *clause (a)* above or elsewhere herein, effective immediately upon the occurrence of an Event of Default and for as long thereafter as such Event of Default shall be continuing, the principal balance of all Loans and the amount of all other Obligations shall bear interest at a rate that is two percent per annum in excess of the rate of interest applicable to such Loans or such other Obligations from time to time.

Section 2.11 Conversion/Continuation Option

(a) The Company may elect (i) at any time on any Business Day, to convert Base Rate Loans (other than Swing Loans) or any portion thereof to Eurodollar Rate Loans and (ii) at the end of any applicable Interest Period, to convert Eurodollar Rate Loans or any portion thereof into Base Rate Loans or to continue such Eurodollar Rate Loans or any portion thereof for an additional Interest Period; *provided, however,* that the aggregate amount of the Eurodollar Loans for each Interest Period must be in the amount of at least $ 5,000,000 or an integral multiple of $1,000,000 in excess thereof. Each conversion or continuation shall be allocated among the Loans of each Lender in accordance with such Lender's Ratable Portion. Each such election shall be in substantially the form of *Exhibit F (Form of Notice of Conversion or Continuation)* (a "*Notice of Conversion or Continuation*") and shall be made by giving the Administrative Agent at least three Business Days' prior written notice specifying (A) the amount and type of Loan being converted or continued, (B) in the case of a conversion to or a continuation of Eurodollar Rate Loans, the applicable Interest Period and (C) in the case of a conversion, the date of conversion (which date shall be the last day of the applicable Interest Period if a conversion from Eurodollar Rate Loans).

(b) The Administrative Agent shall promptly notify each Lender of its receipt of a Notice of Conversion or Continuation and of the options selected therein. Notwithstanding the foregoing, (i) no conversion in whole or in part of Base Rate Loans to Eurodollar Rate Loans with

an Interest Period in excess of one, two or four weeks shall be permitted at any time prior to the Syndication Completion Date and (ii) no conversion in whole or in part of Base Rate Loans to Eurodollar Rate Loans and no continuation in whole or in part of Eurodollar Rate Loans upon the expiration of any applicable Interest Period shall be permitted at any time at which (A) a Default or an Event of Default shall have occurred and be continuing or (B) the continuation of, or conversion into, a Eurodollar Rate Loan would violate any provision of *Section 2.14 (Special Provisions Governing Eurodollar Rate Loans)*. If, within the time period required under the terms of this *Section 2.11 (Conversion/Continuation Option)*, the Administrative Agent does not receive a Notice of Conversion or Continuation from the Company containing a permitted election to continue any Eurodollar Rate Loans for an additional Interest Period or to convert any such Loans, then, upon the expiration of the applicable Interest Period, such Loans shall be automatically converted to Base Rate Loans. Each Notice of Conversion or Continuation shall be irrevocable.

(c) The Administrative Agent will use commercially reasonable efforts to minimize costs under *Section 2.3(e) (Breakage Costs)* incurred in connection with the syndication of the Facilities prior to the Syndication Completion Date.

Section 2.12 Fees

(a) *Unused Commitment Fee*. The Borrowers jointly and severally agree to pay to each Lender a commitment fee on the actual daily amount by which the Revolving Credit Commitment of such Lender exceeds such Lender's Ratable Portion of the sum of (i) the Revolving Credit Outstandings and (ii) the outstanding amount of the Letter of Credit Obligations (the "*Unused Commitment Fee*") from the date hereof through the Scheduled Termination Date at the Applicable Unused Commitment Fee Rate, payable in arrears (x) on the first Business Day of each calendar month, commencing on the first such Business Day following the Closing Date and (y) on the Scheduled Termination Date.

(b) *Letter of Credit Fees*. The Borrowers jointly and severally agree to pay the following amounts with respect to Letters of Credit issued by any Issuer:

(i) to the Administrative Agent for the account of each Issuer of a Letter of Credit, with respect to each Letter of Credit issued by such Issuer, an issuance fee equal to .50% per annum of the maximum amount available from time to time to be drawn under such Letter of Credit payable in arrears (A) on the first Business Day of each calendar month, commencing on the first such Business Day following the issuance of such Letter of Credit and (B) on the Scheduled Termination Date;

(ii) to the Administrative Agent for the ratable benefit of the Revolving Credit Lenders, with respect to each Letter of Credit, a fee accruing at a rate per annum equal to the Applicable Margin for Revolving Loans that are Eurodollar Rate Loans on the maximum amount available from time to time to be drawn under such Letter of Credit, payable in arrears (A) on the first Business Day of each calendar month, commencing on the first such Business Day following the issuance of such Letter of Credit and (B) on the Scheduled Termination Date; *provided, however*, that during the continuance of an Event of Default, such fee shall be increased by two percent per annum and shall be payable on demand; and

(iii) to the Issuer of any Letter of Credit, with respect to the issuance, amendment or transfer of each Letter of Credit and each drawing made thereunder, documentary and processing charges in accordance with such Issuer's standard schedule for such charges in effect at the time of issuance, amendment, transfer or drawing, as the case may be.

(c) *Additional Fees*. The Company has agreed to pay to the Administrative Agent and the Arrangers additional fees, the amount and dates of payment of which are embodied in the Fee Letters.

Section 2.13 Payments and Computations

(a) The Borrowers shall make each payment hereunder (including fees and expenses) not later than 11:00 a.m. (New York time) on the day when due, in Dollars, to the Administrative Agent at its address referred to in *Section 13.8 (Notices, Etc.)* in immediately available funds without set-off or counterclaim. The Administrative Agent shall promptly thereafter cause to be distributed immediately available funds relating to the payment of principal, interest or fees to the Lenders, in accordance with the application of payments set forth in *clause (f)* and *(g)* of this *Section 2.13 (Payments and Computations)*, as applicable, for the account of their respective Applicable Lending Offices; *provided, however*, that amounts payable pursuant to *Section 2.15 (Capital Adequacy)*, *Section 2.16 (Taxes)*, *Section 2.14(c) (Special Provisions Governing Eurodollar Rate Loans)* or *Section 2.14(d) (Special Provisions Governing Eurodollar Rate Loans)* shall be paid only to the affected Lender or Lenders and amounts payable with respect to Swing Loans shall be paid only to the Swing Loan Lender. Payments received by the Administrative Agent after 11:00 a.m. (New York time) shall be deemed to be received on the next Business Day.

(b) All computations of interest and of fees shall be made by the Administrative Agent on the basis of a year of 360 days, except with respect to Base Rate Loans, the rate of interest on which shall be calculated on the basis of a year of 365 days or 366 days, as the case may be, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest and fees are payable. Each determination by the Administrative Agent of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

(c) If and to the extent any payment owed to the Administrative Agent or any Lender is not made within three Business Days after the date it was due, each Loan Party hereby authorizes the Administrative Agent and such Lender, subject to any notice period provided in the Orders, to setoff and charge any amount so due against any deposit account maintained by such Loan Party with the Administrative Agent or such Lender or against other amounts due from the Administrative Agent or such Lender, in each case whether or not the deposit therein is then due.

(d) Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, the due date for such payment shall be extended to the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or fees, as the case may be; *provided, however*, that if such extension would cause payment of interest on or principal of any Eurodollar Rate Loan to be made in the next calendar month, such payment shall be made on the immediately preceding Business Day. All repayments of any Loans shall be applied as follows: *first*, to repay such Loans outstanding as Base Rate Loans and *then*, to repay such Loans outstanding as Eurodollar Rate Loans, with those

Eurodollar Rate Loans having earlier expiring Eurodollar Interest Periods being repaid prior to those which have later expiring Eurodollar Interest Periods.

(e) Unless the Administrative Agent shall have received notice from the Borrowers to the Lenders prior to the date on which any payment is due hereunder that the Borrowers will not make such payment in full, the Administrative Agent may assume that the Borrowers have made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent that the Borrowers shall not have made such payment in full to the Administrative Agent, each Lender shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender together with interest thereon (at the Federal Funds Rate for the first Business Day and thereafter at the rate applicable to Base Rate Loans) for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent.

(f) Subject to the provisions of *Section 2.13(g) (Payments and Computations)* and, except as otherwise provided in *Section 2.9 (Mandatory Prepayments)*), all payments and any other amounts received by the Administrative Agent from or for the benefit of the Borrowers shall be applied as follows: *first*, to pay principal of, and 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 Borrowers; *second*, to pay all other Obligations then due and payable; and *third*, as the Company so designates. Payments in respect of Swing Loans received by the Administrative Agent shall be distributed to the Swing Loan Lender; payments in respect of Term Loans received by the Administrative Agent shall be distributed to each Term Lender in accordance with such Term Loan Lender's Ratable Portion; payments in respect of Revolving Loans received by the Administrative Agent shall be distributed to each Revolving Credit Lender in accordance with such Revolving Credit Lender's Ratable Portion; and all payments of fees and all other payments in respect of any other Obligation shall be allocated among such of the Lenders and Issuers as are entitled thereto and, if to the Lenders, in proportion to their respective Ratable Portions.

(g) The Borrowers hereby irrevocably waive 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 agree that, notwithstanding the provisions of *Section 2.9(h) (Mandatory Prepayments)* and *Section 2.13(f) (Payments and Computations)*, the Administrative Agent may, and, upon either (A) the written direction of the Requisite Lenders or (B) the acceleration of the Obligations pursuant to *Section 9.2 (Remedies)*, shall, apply all payments in respect of any Obligations and all funds on deposit in any Cash Collateral Account (including all proceeds arising from a Reinvestment Event that are held in the Cash Collateral Account pending application of such proceeds as specified in a Reinvestment Notice) and all other proceeds of Collateral in the following order:

(i) *first*, to pay interest on and then principal of any portion of the Loans that the Administrative Agent may have advanced on behalf of any Lender for which the Administrative Agent has not then been reimbursed by such Lender or the Borrower;

(ii) *second*, to pay interest on and then principal of any Swing Loan;

(iii) *third*, to pay Obligations in respect of any expense reimbursements or indemnities then due to the Administrative Agent;

(iv) *fourth*, to pay Obligations in respect of any expense reimbursements, including fees and expenses in respect of cash management services, or indemnities then due to the Lenders and the Issuers;

(v) *fifth*, to pay Obligations in respect of any fees then due to the Administrative Agent, the Lenders and the Issuers;

(vi) *sixth*, to pay interest then due and payable in respect of the Loans and Reimbursement Obligations;

(vii) *seventh*, to pay or prepay principal amounts on the Loans and Reimbursement Obligations and to provide cash collateral for outstanding Letter of Credit Undrawn Amounts in the manner described in *Section 9.3 (Actions in Respect of Letters of Credit)*, ratably to the aggregate principal amount of such Loans, Reimbursement Obligations and Letter of Credit Undrawn Amounts, and Obligations owing with respect to Hedging Contracts; and

(viii) *eighth*, to the ratable payment of all other Obligations;

provided, however, that if sufficient funds are not available to fund all payments to be made in respect of any of the Obligations described in any of the foregoing *clauses first* through *eighth*, the available funds being applied with respect to any such Obligation (unless otherwise specified in such clause) shall be allocated to the payment of such Obligations ratably, based on the proportion of the Administrative Agent's and each Lender's or Issuer's interest in the aggregate outstanding Obligations described in such clauses. The order of priority set forth in *clauses first* through *eighth* above may at any time and from time to time be changed by the agreement of the Requisite Lenders without necessity of notice to or consent of or approval by the Company, any Secured Party that is not a Lender or an Issuer or by any other Person that is not a Lender or Issuer. The order of priority set forth in *clauses first* through *fifth* may be changed only with the prior written consent of the Administrative Agent in addition to that of the Requisite Lenders. The order of priority set forth in *clause second* above may be changed only with the prior written consents of the Swing Loan Lender in addition to that of the Requisite Lenders and the Administrative Agent.

(h) At the option of the Administrative Agent, principal on the Swing Loans, Reimbursement Obligations, interest, fees, expenses and other sums due and payable in respect of the Loans and Protective Advances may be paid from the proceeds of Swing Loans or Revolving Loans. The Borrowers hereby authorize the Swing Loan Lender to make Swing Loans pursuant to *Section 2.3(a) (Swing Loans)* and the Revolving Credit Lenders to make Revolving Loans pursuant to *clause (a)* of *Section 2.2 (Borrowing Procedures)* from time to time in the Swing Loan Lender's or such Revolving Credit Lender's discretion, that are in the amounts of any and all principal payable with respect to the Swing Loans and interest, fees, expenses and other sums payable in respect of the Loans, and further authorizes the Administrative Agent to give the Lenders notice of any Borrowing with respect to such Swing Loans and Revolving Loans and to distribute the proceeds of such Swing Loans and Revolving Loans to pay such amounts. The Borrowers agree that all such Swing Loans and Revolving Loans so made shall be deemed to have been requested by it (irrespective of the satisfaction of the conditions in *Section 3.2*

(Conditions Precedent to Each Loan and Letter of Credit), which conditions the Lenders irrevocably waive) and direct that all proceeds thereof shall be used to pay such amounts.

Section 2.14 Special Provisions Governing Eurodollar Rate Loans

(a) *Determination of Interest Rate*

The Eurodollar Rate for each Interest Period for Eurodollar Rate Loans shall be determined by the Administrative Agent pursuant to the procedures set forth in the definition of "*Eurodollar Rate.*" The Administrative Agent's determination shall be presumed to be correct absent manifest error and shall be binding on the Borrowers.

(b) *Interest Rate Unascertainable, Inadequate or Unfair*

In the event that (i) the Administrative Agent determines that adequate and fair means do not exist for ascertaining the applicable interest rates by reference to which the Eurodollar Rate then being determined is to be fixed or (ii) the Requisite Lenders notify the Administrative Agent that the Eurodollar Rate for any Interest Period will not adequately reflect the cost to the Lenders of making or maintaining such Loans for such Interest Period, the Administrative Agent shall forthwith so notify the Borrowers and the Revolving Credit Lenders, whereupon each Eurodollar Loan shall automatically, on the last day of the current Interest Period for such Loan, convert into a Base Rate Loan and the obligations of the Lenders to make Eurodollar Rate Loans or to convert Base Rate Loans into Eurodollar Rate Loans shall be suspended until the Administrative Agent shall notify the Borrowers that the Requisite Lenders have determined that the circumstances causing such suspension no longer exist.

(c) *Increased Costs*

If at any time any Lender shall determine that the introduction of, or any change in or in the interpretation of, any law, treaty or governmental rule, regulation or order (other than any change by way of imposition or increase of reserve requirements included in determining the Eurodollar Rate) or the compliance by such Lender with any guideline, request or directive from any central bank or other Governmental Authority (whether or not having the force of law), there shall be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining any Eurodollar Rate Loans, then the Borrowers shall from time to time, upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender additional amounts sufficient to compensate such Lender for such increased cost. A certificate as to the amount of such increased cost, submitted to the Borrowers and the Administrative Agent by such Lender, shall be conclusive and binding for all purposes, absent manifest error. If any Lender becomes entitled to claim any additional amounts pursuant to this *Section 2.14(c) (Increased Costs)*, such certificate shall certify that that it is generally charging such other costs to other similarly situated borrowers. Notwithstanding the foregoing, to the extent such certificate is given by such Lender more than one hundred eighty (180) days after it has knowledge (or should have had knowledge) of the occurrence of the event giving rise to the incurrence of such increased costs, such Lender shall not be entitled to compensation for such increased costs incurred or accruing more than one hundred eighty (180) days prior to the delivery of such certificate to the Borrowers.

(d) *Illegality*

Notwithstanding any other provision of this Agreement, if any Lender determines that the introduction of, or any change in or in the interpretation of, any law, treaty or

governmental rule, regulation or order after the date of this Agreement shall make it unlawful, or any central bank or other Governmental Authority shall assert that it is unlawful, for any Lender or its Eurodollar Lending Office to make Eurodollar Rate Loans or to continue to fund or maintain Eurodollar Rate Loans, then, on notice thereof and demand therefor by such Revolving Credit Lender to the Borrowers through the Administrative Agent, (i) the obligation of such Revolving Credit Lender to make or to continue Eurodollar Rate Loans and to convert Base Rate Loans into Eurodollar Rate Loans shall be suspended, and each such Lender shall make a Base Rate Loan as part of any requested Borrowing of Eurodollar Rate Loans and (ii) if the affected Eurodollar Rate Loans are then outstanding, the Borrowers shall immediately convert each such Loan into a Base Rate Loan. If, at any time after a Lender gives notice under this *Section 2.14(d) (Special Provisions Governing Eurodollar Rate Loans)*, such Lender determines that it may lawfully make Eurodollar Rate Loans, such Lender shall promptly give notice of that determination to the Borrowers and the Administrative Agent, and the Administrative Agent shall promptly transmit the notice to each other Lender. The Borrowers' right to request, and such Lender's obligation, if any, to make Eurodollar Rate Loans shall thereupon be restored.

(e) *Breakage Costs*

In addition to all amounts required to be paid by the Borrowers pursuant to *Section 2.10 (Interest)*, the Borrowers shall compensate each Lender, upon demand, for all losses, expenses and liabilities (including any loss or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Lender's Eurodollar Rate Loans to the Borrowers but excluding any loss of the Applicable Margin on the relevant Loans) that such Lender may sustain (i) if for any reason a proposed Borrowing, conversion into or continuation of Eurodollar Rate Loans does not occur on a date specified therefor in a Notice of Borrowing or a Notice of Conversion or Continuation given by the Company or in a telephonic request by it for borrowing or conversion or continuation or a successive Interest Period does not commence after notice therefor is given pursuant to *Section 2.11 (Conversion/Continuation Option)*, (ii) if for any reason any Eurodollar Rate Loan is prepaid (including mandatorily pursuant to *Section 2.9 (Mandatory Prepayments)*) on a date that is not the last day of the applicable Interest Period, (iii) as a consequence of a required conversion of a Eurodollar Rate Loan to a Base Rate Loan as a result of any of the events indicated in *clause (d)* above or (iv) as a consequence of any failure by the Borrowers to repay Eurodollar Rate Loans when required by the terms hereof. The Lender making demand for such compensation shall deliver to the Borrowers concurrently with such demand a written statement as to such losses, expenses and liabilities, and this statement shall be conclusive as to the amount of compensation due to such Lender, absent manifest error.

Section 2.15 Capital Adequacy

If at any time any Lender determines that (a) the adoption of, or any change in or in the interpretation of, any law, treaty or governmental rule, regulation or order after the date of this Agreement regarding capital adequacy, (b) compliance with any such law, treaty, rule, regulation or order or (c) compliance with any guideline or request or directive from any central bank or other Governmental Authority (whether or not having the force of law) shall have the effect of reducing the rate of return on such Lender's (or any corporation controlling such Lender's) capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change, compliance or interpretation, then, upon demand from time to time by such Lender (with a copy of such demand to the Administrative Agent), the Borrowers shall

pay to the Administrative Agent for the account of such Lender, from time to time as specified by such Lender, additional amounts sufficient to compensate such Lender for such reduction. A certificate as to such amounts submitted to the Borrowers and the Administrative Agent by such Lender shall be conclusive and binding for all purposes absent manifest error. If any Lender becomes entitled to claim any additional amounts pursuant to this *Section 2.15 (Capital Adequacy)*, such certificate shall certify that that it is generally charging such other costs to other similarly situated borrowers. Notwithstanding the foregoing, to the extent such certificate is given by such Lender more than one hundred eighty (180) days after it has knowledge (or should have had knowledge) of the occurrence of the event giving rise to the incurrence of such additional amounts, such Lender shall not be entitled to compensation for such additional amounts incurred or accruing more than one hundred eighty (180) days prior to the delivery of such certificate to the Borrowers.

Section 2.16 Taxes

(a) Any and all payments by any Loan Party under each Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding (i) in the case of each Lender and the Administrative Agent (A) taxes measured by its net income, and franchise taxes imposed on it, by the jurisdiction (or any political subdivision thereof) under the laws of which such Lender or the Administrative Agent (as the case may be) is organized and (B) any United States withholding taxes payable with respect to payments under the Loan Documents under laws (including any statute, treaty or regulation) in effect on the Closing Date (or, in the case of an Eligible Assignee, the date of the Assignment and Acceptance) applicable to such Lender or the Administrative Agent, as the case may be, but not excluding any United States withholding taxes payable as a result of any change in such laws occurring after the Closing Date (or the date of such Assignment and Acceptance) and (ii) in the case of each Lender, taxes measured by its net income and franchise taxes imposed on it as a result of a present or former connection between such Lender and the jurisdiction of the Governmental Authority imposing such tax or any taxing authority thereof or therein (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "*Taxes*"); *provided that* the Borrowers shall not be required to increase any such amounts payable to any Non-U.S. Lender that are attributable to such Non-U.S. Lender's failure to comply with the requirements of *clause (h)* below unless such Non-U.S. Lender's non-compliance is due to a change in governing statute, treaty or regulation occurring subsequent to the date on which such forms and certificates were required to be provided pursuant to *clause (h)* below. If any Taxes shall be required by law to be deducted from or in respect of any sum payable under any Loan Document to any Lender or the Administrative Agent (w) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this *Section 2.16 (Taxes)* such Lender or the Administrative Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (x) the relevant Loan Party shall make such deductions, (y) the Borrowers shall pay the full amount deducted to the relevant taxing authority or other authority in accordance with applicable law and (z) the relevant Loan Party shall deliver to the Administrative Agent evidence of such payment.

(b) In addition, each Loan Party agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies of the United States or any political subdivision thereof or any applicable foreign jurisdiction, and all liabilities

with respect thereto, in each case arising from any payment made under any Loan Document or from the execution, delivery or registration of, or otherwise with respect to, any Loan Document (collectively, "*Other Taxes*").

(c) Each Loan Party shall indemnify each Lender and the Administrative Agent for the full amount of Taxes and Other Taxes (including any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this *Section 2.16 (Taxes)* paid by such Lender or the Administrative Agent (as the case may be) and any liability (including for penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date such Lender or the Administrative Agent (as the case may be) makes written demand therefor.

(d) Within 30 days after the date of any payment of Taxes or Other Taxes by any Loan Party, the Borrowers shall furnish to the Administrative Agent, at its address referred to in *Section 13.8 (Notices, Etc.)* the original or a certified copy of a receipt evidencing payment thereof.

(e) Without prejudice to the survival of any other agreement of any Loan Party hereunder, the agreements and obligations of the Loan Parties contained in this *Section 2.16 (Special Provisions Governing Eurodollar Rate Loans)* shall survive the payment in full of the Obligations.

(f) Prior to the Closing Date in the case of each Non-U.S. Lender that is a signatory hereto, and on the date of the Assignment and Acceptance pursuant to which it becomes a Lender in the case of each other Non-U.S. Lender and from time to time thereafter if requested by the Company or the Administrative Agent, each Non-U.S. Lender that is entitled at such time to an exemption from United States withholding tax, or that is subject to such tax at a reduced rate under an applicable tax treaty, shall provide the Administrative Agent and the Borrowers with two completed originals of each of the following: (i) Form W-8ECI (claiming exemption from withholding because the income is effectively connected with a U.S. trade or business) or any successor form, (ii) Form W-8BEN (claiming exemption from, or a reduction of, withholding tax under an income tax treaty) or any successor form, (iii) in the case of a Non-U.S. Lender claiming exemption under Sections 871(h) or 881(c) of the Code, a Form W-8BEN (claiming exemption from withholding under the portfolio interest exemption) or any successor form or (iv) any other applicable form, certificate or document prescribed by the IRS certifying as to such Non-U.S. Lender's entitlement to such exemption from United States withholding tax or reduced rate with respect to all payments to be made to such Non-U.S. Lender under the Loan Documents. Unless the Borrowers and the Administrative Agent have received forms or other documents satisfactory to them indicating that payments under any Loan Document to or for a Non-U.S. Lender are not subject to United States withholding tax or are subject to such tax at a rate reduced by an applicable tax treaty, the Borrowers or the Administrative Agent shall withhold amounts required to be withheld by applicable Requirements of Law from such payments at the applicable statutory rate.

(g) Any Lender claiming any additional amounts payable pursuant to this *Section 2.16 (Taxes)* shall use its reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Applicable Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional

amounts that would be payable or may thereafter accrue and would not, in the sole determination of such Lender, be otherwise disadvantageous to such Lender.

(h) If any Lender becomes entitled to claim any additional amounts pursuant to this *Section 2.16 (Taxes)*, to the extent the written demand delivered under *clause (c)* above is given by such Lender more than one hundred eighty (180) days after it has knowledge (or should have had knowledge) of the occurrence of the event giving rise to the incurrence of such increased costs, such Lender shall not be entitled to compensation for such additional amounts incurred or accruing more than one hundred eighty (180) days prior to the delivery of such written demand to the Borrowers.

Section 2.17 Cash Collateral Accounts.

The Administrative Agent has established a Deposit Account at Citibank designated as "Citicorp USA, Inc. – Exide Concentration Account" (the "Concentration Account"). The Administrative Agent may establish one or more other Deposit Accounts and one or more Securities Accounts with such depositaries and Securities Intermediaries as it in its sole discretion shall determine. Each such account shall be in the name of the Administrative Agent (but may also have words referring to the Borrowers and the account's purpose). Each Borrower agrees that each such account shall be under the sole dominion and control of the Administrative Agent. The Administrative Agent shall be the Entitlement Holder with respect to each such Securities Account and the only Person authorized to give entitlement orders with respect thereto. Without limiting the foregoing, funds on deposit in any Cash Collateral Account may be invested in Cash Equivalents at the direction of the Administrative Agent and, except during the continuance of an Event of Default, the Administrative Agent agrees with the Company to issue Entitlement Orders for such investments in Cash Equivalents as requested by the Company; *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. Neither the Borrowers nor any other Loan Party or Person claiming on behalf of or through the Borrowers or any other Loan Party shall have any right to demand payment of any of the 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 this Agreement and except during the continuance of an Event of Default agrees to cause any funds remaining on deposit therein after all Obligations then due and payable have been satisfied and all Letter of Credit Obligations have been cash collateralized at 105% to be paid at the written direction of the Company.

Section 2.18 Substitution of Lenders.

In the event that (a) (i) any Lender makes a claim under *Section 2.14(c) (Increased Costs)* or *Section 2.15 (Capital Adequacy)*, or (ii) it becomes illegal for any Lender to continue to fund or make any Eurodollar Rate Loan and such Lender notifies the Borrowers pursuant to *Section 2.14(d (Illegality))*, or (iii) the Borrowers are required to make any payment pursuant to *Section 2.16 (Taxes)* that is attributable to any Lender, (b) in the case of *clause (a)(i)* above, as a consequence of increased costs in respect of which such claim is made, the effective rate of interest payable to such Lender under this Agreement with respect to its Loans materially exceeds the effective average annual rate of interest payable to the Requisite Lenders under this Agreement and (c) Lenders holding at least 75% of the Commitments are not subject to such increased costs or illegality, payment or proceedings (any such Lender, an "*Affected Lender*"), the

Borrowers may substitute another financial institution for such Affected Lender hereunder, upon reasonable prior written notice (which written notice must be given within 90 days following the occurrence of any of the events described in clauses (a)(i), (ii) or (iii)) by the Borrowers to the Administrative Agent and the Affected Lender that the Borrowers intend to make such substitution, which substitute financial institution must be an Eligible Assignee and, if not a Lender, reasonably acceptable to the Administrative Agent; *provided, however*, that if more than one Lender claims increased costs, illegality or right to payment arising from the same act or condition and such claims are received by the Borrowers within thirty (30) days of each other then the Borrowers may substitute all, but not (except to the extent the Borrowers has already substituted one of such Affected Lenders before the Borrowers' receipt of the other Affected Lenders' claim) less than all, Lenders making such claims. In the event that the proposed substitute financial institution or other entity is reasonably acceptable to the Administrative Agent and the written notice was properly issued under this *Section 2.18 (Substitution of Lenders)*, the Affected Lender shall sell and the substitute financial institution or other entity shall purchase, pursuant to an Assignment and Acceptance, all rights and claims of such Affected Lender under the Loan Documents and the substitute financial institution or other entity shall assume and the Affected Lender shall be relieved of its 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). Upon the effectiveness of such sale, purchase and assumption (which, in any event shall be conditioned upon the payment in full by the Borrowers to the Affected Lender in cash of all fees, unreimbursed costs and expenses and indemnities accrued and unpaid through such effective date), the substitute financial institution or other entity shall become a "*Lender*" hereunder for all purposes of this Agreement having a Commitment (if applicable) in the amount of such Affected Lender's Commitment assumed by it and such Commitment (if applicable) of the Affected Lender shall be terminated, provided that all indemnities under the Loan Documents shall continue in favor of such Affected Lender.

ARTICLE III

CONDITIONS TO LOANS AND LETTERS OF CREDIT

Section 3.1 Conditions Precedent to Initial Loans and Letters of Credit

The obligation of each Lender to make the Loans requested to be made by it on the Closing Date and the obligation of each Issuer to issue Letters of Credit on the Closing Date is subject to the satisfaction of all of the following conditions precedent:

(a) *Bankruptcy Court Orders.*

(i) The Bankruptcy Court shall have entered the Interim Order, certified by the Clerk of the Bankruptcy Court as having been duly entered, and the Interim Order shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed without the prior written consent of the Administrative Agent and the Requisite Lenders.

(ii) All First Day Orders shall be in form and substance satisfactory to the Administrative Agent.

(b) *Certain Documents.* The Administrative Agent shall have received on the Closing Date each of the following, each dated the Closing Date unless otherwise indicated or agreed to by the Administrative Agent, in form and substance satisfactory to the Administrative Agent and each Lender and each of their respective counsel and in sufficient copies for each Lender:

(i) this Agreement, duly executed and delivered by each of the Loan Parties party thereto and, for the account of each Lender requesting the same, a Note or Notes of the Borrowers conforming to the requirements set forth herein;

(ii) the Standstill Agreement, duly executed and delivered by the Pre-Petition Agent, the Pre-Petition Lenders holding 100% of the obligations under the Pre-Petition Facility, the Administrative Agent and the Company;

(iii) the Intercreditor Agreement, duly executed and delivered by the Administrative Agent, the Pre-Petition Agent, the Company, GNB and certain Foreign Subsidiaries of the Company;

(iv) the Foreign Collateral Requirement shall have been satisfied with respect to each Foreign Guarantor to which a Foreign Intercompany Loan is being made on the Closing Date;

(v) copies of UCC search reports as of a recent date listing all effective financing statements that name the Company as debtor, together with copies of such financing statements;

(vi) (A) delivery by the Pre-Petition Agent of share certificates held by it pursuant to the Pre-Petition Facility representing such of the certificated Pledged Stock being pledged pursuant to this Agreement and stock powers for such share certificates executed in blank, as the Administrative Agent may require;

(B) delivery by the Pre-Petition Agent of instruments held by it pursuant to the Pre-Petition Facility representing such of the Pledged Notes pledged pursuant to this Agreement as shall be requested by the Administrative Agent, in each case duly endorsed in favor of the Administrative Agent or in blank;

(C) delivery by the Company of share certificates not in the possession of the Pre-Petition Agent representing such of the remaining Pledged Stock being pledged pursuant to this Agreement and stock powers for such share certificates executed in blank, as the Administrative Agent may require; and

(D) delivery by the Company of instruments not in the possession of the Pre-Petition Agent representing such of the remaining Pledged Notes pledged pursuant to this Agreement as shall be requested by the Administrative Agent, in each case duly endorsed in favor of the Administrative Agent or in blank;

(vii) evidence satisfactory to the Administrative Agent that all Liens encumbering the assets of any Non-Filing Subsidiary (which are not permitted under the

terms of this Agreement) have been or will be discharged and released on the Closing Date;

(viii) a favorable opinion of Kirkland & Ellis, counsel to the Company and its Domestic Subsidiaries, in substantially the form of *Exhibit G-1 (Form of Opinion of Counsel for the Company and its Domestic Subsidiaries)*, addressed to the Administrative Agent and the Lenders and addressing such other matters as any Lender through the Administrative Agent may reasonably request;

(ix) a copy of the articles or certificate of incorporation (or equivalent Constituent Document) of each Loan Party, certified as of a recent date in respect of the Company and each Domestic Subsidiary, by the Secretary of State of the state of incorporation of such Person, in each case, together with certificates of such official attesting to the good standing of each such Person;

(x) 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 who has been authorized to execute and deliver any Loan Document or 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 *subclause (ix)* above;

(xi) a certificate of a Responsible Officer of the Company to the effect that the condition set forth in *Section 3.2(b) (Conditions Precedent to Each Loan and Letter of Credit)* has been satisfied;

(xii) evidence satisfactory to the Administrative Agent that the insurance policies required by *Section 7.5 (Maintenance of Insurance)* are 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 under all insurance policies to be maintained with respect to the properties of each Loan Party;

(xiii) such title insurance policies, current as built surveys, zoning letters and certificates of occupancy, delivered by the Company in connection with the Third Amendment dated as of December 28, 2001, to the Pre-Petition Facility, in each case satisfactory to the Administrative Agent, in its sole discretion;

(xiv) evidence satisfactory to the Administrative Agent of the receipt of the consents, authorizations and approvals, and the making of the filings, listed on *Schedule 4.2 (Consents)*; and

(xv) evidence of satisfactory adequate protection provisions and treatment (if any) with respect to the obligations of the Company and its Domestic Subsidiaries (other than GNB) under the Pre-Petition Facility that have been agreed to by

the Pre-Petition Lenders, the Pre-Petition Agents and the Administrative Agent pursuant to the Interim Order, which adequate protection provisions shall include:

(A) subject to the satisfaction of the Liquidity Test, the payment of Adequate Protection Payments on the **[third (3rd)]** Business Day after each Measurement Date;

(B) a super priority Claim as contemplated by Section 507(b) of the Bankruptcy Code immediately junior to the Claims under Section 364(c)(1) of the Bankruptcy Code held by the Lenders, subject to the Carve-Out;

(C) a Lien on all of the assets of the Borrowers (including, without limitation, the Accounts in the United States) that are encumbered in favor of the Administrative Agent, which adequate protection Lien shall have a priority immediately junior to the priming and other Liens to be granted in favor of the Administrative Agent hereunder, subject to the Carve-Out;

(D) the payment on a current basis of the reasonable fees and expenses (including, but not limited to, the reasonable fees and disbursements of counsel and internal and third-party consultants, including financial consultants and auditors) incurred by the Pre-Petition Agent (including any unpaid pre-petition fees and expenses) and the continuation of the payment to the Pre-Petition Agent on a current basis of the administration fees that are provided for thereunder; and

(E) compliance with the covenants set forth in *Article V (Financial Covenants)*.

(xvi) reasonably satisfactory evidence that the amounts outstanding under the Domestic Receivables Facility have been paid in full, the commitments thereunder have been terminated and all related guarantees and security interests have been terminated;

(xvii) reasonably satisfactory evidence that the European A/R Facility shall have been refinanced, on terms and conditions satisfactory to the Administrative Agent, on or prior to the Closing Date;

(xviii) a consent, in form and substance satisfactory to the Administrative Agent, of the Pre-Petition Lenders and the Pre-Petition Agents to the super-priority status of the Liens granted pursuant to this Agreement, duly executed and delivered by the Pre-Petition Agents, or satisfactory evidence of non-objection to the Interim Order by the Pre-Petition Agents and a preponderance of the Pre-Petition Lenders.

(xix) the Administrative Agent shall have received satisfactory appraisal reports on the Inventory and the fixed assets to be included in the calculation of Total Availability on the Closing Date.

(xx) such other certificates, documents, agreements and information respecting any Loan Party as any Lender through the Administrative Agent may reasonably request.

(c) *Financial Statements.* The Lenders shall have received and be satisfied with (i) audited Consolidated and consolidating balance sheets and related statements of income, changes in stockholders' equity and cash flows of the Company and its Subsidiaries for the fiscal period ending March 31, 2001, which audited financial statements shall be without qualification as to the scope of the audit and (ii) unaudited quarterly and monthly balance sheets and related statements of income, changes in stockholders' equity and cash flows through the Fiscal Quarter ending December 31, 2001, and each fiscal month thereafter of (A) the Company and as Subsidiaries, which shall be on a Consolidated and consolidating basis, (B) the Company and its Domestic Subsidiaries, which shall be on a Consolidated basis, and (C) the Foreign Subsidiaries of the Company, which shall be on a Consolidated basis, which unaudited financial statements shall be calculated in accordance with, or reconciled to, GAAP.

(d) *Business Plan.* The Administrative Agent shall have received, in form and substance satisfactory to it, (a) the annual business plan of the Company for the twelve month period occurring after the Closing Date approved by the Board of Directors of the Company, which shall include (i) forecasts prepared by management of the Company for each fiscal month occurring during such twelve month period and for each Fiscal Quarter through the Fiscal Year in which the Scheduled Termination Date is scheduled to occur, and (ii) historical comparative financial information for the twelve months preceding the Closing Date, and (b) a report, summary and analysis of such annual business plan prepared by Alvarez and Marsal on or before March 26, 2002.

(e) *Benefit Plans.* The Administrative Agent shall be satisfied that the Company and its Subsidiaries will be able to meet their obligations under all employee and retiree welfare plans of the Company and its Subsidiaries, that such employee benefit plans are, in all material respects, funded in accordance with the minimum statutory requirements, that no material "reportable event" (as defined in ERISA, but excluding events for which reporting has been waived) has occurred as to any such employee benefit plan and that no termination of, or withdrawal from, any such employee benefit plan has occurred or is contemplated that could result in a material liability. The Administrative Agent shall have reviewed and be satisfied with all employee benefit plans of the Company and its Subsidiaries.

(f) *Fee and Expenses Paid.* There shall have been paid to the Administrative Agent, for the account of the Administrative Agent, the Lenders, the Collateral Monitoring Agent and the Arrangers, as applicable, all fees and expenses (including reasonable fees and expenses of counsel) due and payable on or before the Closing Date (including all such fees described in the Fee Letters).

(g) *Field Examination.* The Administrative Agent shall be satisfied with the results of a field examination of the Borrowers and their respective Subsidiaries conducted by Citicorp's internal auditors within fourteen (14) days prior to the Closing Date.

(h) *Environmental Assessments.* For each piece of Eligible Domestic Real Property and Eligible Foreign Real Property expected to be included in the Domestic Borrowing Base and the Foreign Borrowing Base, respectively, the Administrative Agent shall have received