

provided will be made as an accommodation to the Borrower and solely at the Administrative Agent's discretion.

(b) The Administrative Agent shall provide the Borrower prompt notice of any charge to the Loan Account, and, promptly after the end of each calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrower during such month, the amounts and dates of all Loans made to the Borrower during such month, the amounts and dates of all payments on account of the Loans to the Borrower during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrower during such month, any Letters of Credit issued by the L/C Issuers for the account of the Borrower during such month, specifying the face amount thereof, the amount of charges to the Loan Account and/or Loans made to the Borrower during such month to reimburse the Lenders for drawings made under Letters of Credit, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, thirty (30) days after the same is sent, shall be final and conclusive absent manifest error.

(c) If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(d) Unless the Borrower or any Lender has notified the Administrative Agent, prior to the date any payment is required to be made by it to the Administrative Agent hereunder, that the Borrower or such Lender, as the case may be, will not make such payment, the Administrative Agent may assume that the Borrower or such Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make available a corresponding amount to the Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in immediately available funds, then:

(i) if the Borrower failed to make such payment, each Lender shall forthwith on demand repay to the Administrative Agent the portion of such assumed payment that was made available to such Lender in immediately available funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in immediately available funds at the Federal Funds Rate from time to time in effect; and

(ii) if any Lender failed to make such payment, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in immediately available funds, together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the Borrower to the date such amount is recovered by the Administrative Agent (the "Compensation Period") at a rate per annum equal to the Federal Funds Rate from time to time in effect. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in the applicable Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent

may make a demand therefor upon the Borrower, and the Borrower shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at a rate per annum equal to the rate of interest applicable to the applicable Borrowing. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (c) shall be conclusive, absent manifest error.

(e) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(f) The obligations of the Lenders hereunder to make Loans are several and not joint. The failure of any Lender to make any Loan on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan.

(g) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.11 Sharing of Payments.

If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans made by it, any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other Lenders such participations in the Loans made by them as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans or such participations, as the case may be, pro rata with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 11.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon. The Borrower agrees that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off, but subject to Section 11.08) with respect to such participation as

fully as if such Lender were the direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.11 and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.11 shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased.

2.12 Letters of Credit.

(a) The Letter of Credit Commitment. Subject to the terms and conditions set forth herein, (A) the Borrower shall be entitled during the period from the Closing Date until the Letter of Credit Expiration Date to utilize availability under the Aggregate Commitments for the purpose of having L/C Issuers issue, amend or renew Letters of Credit for the account of the Borrower and (B) the Lenders severally agree to participate in Letters of Credit issued by L/C Issuers pursuant to and in accordance with the terms hereof; provided, however, that the Lenders shall not be obligated to participate in any Letter of Credit unless (i) such Letter of Credit (A) is issued prior to the Letter of Credit Expiration Date and (B) has an expiry date occurring (1) not more than twelve months after the date of issuance, amendment or renewal, as applicable, and (2) on or before the Letter of Credit Expiration Date and (ii) after giving effect to the issuance, amendment or renewal, as applicable, of such Letter of Credit, (A) the Total Outstandings shall not exceed the Aggregate Commitments and (B) the aggregate Outstanding Amount of the Loans of each Lender plus such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations shall not exceed such Lender's Commitment. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit from an L/C Issuer to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. Each Letter of Credit Application shall be prepared and signed by the Borrower; provided, however, that the Borrower shall be permitted to designate any Subsidiary as the account party for the requested Letter of Credit, although, notwithstanding such designation, the Borrower shall be the actual account party for all purposes of this Agreement for such Letter of Credit and such designation shall not affect the Borrower's reimbursement obligations hereunder with respect to such Letter of Credit.

(b) Procedures for Issuance and Amendment of Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, pursuant to a Letter of Credit Application and other appropriate documentation required by the applicable L/C Issuer (a copy of which shall be delivered to the Administrative Agent) and in accordance with arrangements between the applicable L/C Issuer and the Borrower to provide such L/C Issuer electronically with the information necessary to issue or amend Letters of Credit.

(ii) Prior to the issuance or amendment of any Letter of Credit, the applicable L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) (A) that the Administrative Agent has received an executed copy of the related Letter of

Credit Application and (B) that the requested issuance or amendment is permitted in accordance with the terms of this Agreement (including, without limitation, this Section 2.12 and Article IV). Immediately upon the issuance or amendment of each Letter of Credit in accordance with the terms hereof, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the applicable L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Pro Rata Share times the amount of such Letter of Credit.

(iii) Concurrently with the delivery of any Letter of Credit or any amendment to a Letter of Credit by an L/C Issuer to an advising bank with respect thereto or to the beneficiary thereof, such L/C Issuer will also deliver to the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the applicable L/C Issuer shall notify the Borrower and the Administrative Agent thereof. Not later than 11:00 a.m. on the date of any payment by an L/C Issuer under a Letter of Credit (each such date, an "Honor Date"), the Borrower shall reimburse such L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse such L/C Issuer by such time, the Administrative Agent shall promptly notify each Lender of the Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Lender's Pro Rata Share thereof. In such event, the Borrower shall be deemed to have requested a Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate, but subject to the amount of the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Loan Notice). Any notice given by an L/C Issuer or the Administrative Agent pursuant to this Section 2.12(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Subject to the provisions of Section 2.10, the Administrative Agent shall have the right to charge the Loan Account with the amount of any and all Indebtedness, liabilities and obligations of any kind (including indemnification for breakage costs, capital adequacy and reserve requirement charges) incurred by an L/C Issuer with respect to a Letter of Credit upon the occurrence of any Default or Event of Default. Any amount charged to the Loan Account shall be deemed a Loan hereunder made by the Lenders to the Borrower, funded by the Administrative Agent on behalf of the Lenders and subject to Section 2.02. Any charges, fees, commissions, costs and expenses charged to the Administrative Agent for the Borrower's account by an L/C Issuer in connection with or arising out of Letters of Credit or transactions relating thereto will be charged to the Loan Account in full when charged to or paid by the Administrative Agent and, when charged, shall be conclusive on the Borrower absent manifest error.

(iii) Each Lender shall, upon any notice pursuant to Section 2.12(c)(i), make funds available to the Administrative Agent for the account of the applicable L/C Issuer at the Administrative Agent's Office in an amount equal to its Pro Rata Share of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to such L/C Issuer.

(iv) With respect to any Unreimbursed Amount that is not fully refinanced by a Borrowing of Base Rate Loans for any other reason, the Borrower shall be deemed to have incurred from the applicable L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Lender's payment to the Administrative Agent for the account of such L/C Issuer pursuant to Section 2.12(c)(iii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.12.

(v) Until each Lender funds its Loan or L/C Advance pursuant to this Section 2.12(c) to reimburse the applicable L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Pro Rata Share of such amount shall be solely for the account of such L/C Issuer.

(vi) Each Lender's obligation to make Loans or L/C Advances to reimburse the applicable L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.12(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against such L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that a Lender shall not be obligated to make a Loan or L/C Advance if, immediately after giving effect to such Loan or L/C Advance, the aggregate Outstanding Amount of the Loans of such Lender plus such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations would exceed such Lender's Commitment. No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the applicable L/C Issuer for the amount of any payment made by such L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vii) If any Lender fails to make available to the Administrative Agent for the account of the applicable L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.12(c) by the time specified in Section 2.12(c)(iii), such L/C Issuer shall be entitled to recover from such Lender, on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such L/C Issuer at a rate per annum equal to the Federal Funds Rate from time to time in effect. A

certificate of an L/C Issuer submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

(d) Repayment of Participation.

(i) At any time after an L/C Issuer has made a payment under any Letter of Credit and has received from any Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.12(c), if the Administrative Agent receives for the account of such L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Pro Rata Share thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of an L/C Issuer pursuant to Section 2.12(c)(i) is required to be returned under any of the circumstances described in Section 11.06 (including pursuant to any settlement entered into by such L/C Issuer in its discretion), each Lender shall pay to the Administrative Agent for the account of such L/C Issuer its Pro Rata Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect.

(e) Obligations Absolute. The obligation of the Borrower to reimburse L/C Issuers for each drawing under Letters of Credit and to repay L/C Borrowings shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other agreement or instrument relating thereto;

(ii) the existence of any claim, counterclaim, set-off, defense or other right that the Borrower may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the applicable L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the applicable L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by such L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will immediately notify the applicable L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against such L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, any Agent-Related Person nor any of the respective correspondents, participants or assignees of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, any Agent-Related Person, nor any of the respective correspondents, participants or assignees of the L/C Issuer, shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.12(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or

assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Cash Collateral. If (i) an L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, or (ii) as of the Letter of Credit Expiration Date, any Letter of Credit may for any reason remain outstanding and partially or wholly undrawn, the Borrower shall immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations (in an amount equal to up to 105% of such Outstanding Amount determined as of the date of such L/C Borrowing or the Letter of Credit Expiration Date, as the case may be). For purposes hereof, "Cash Collateralize" means to pledge and deposit with or deliver to the applicable L/C Issuer, for the benefit of such L/C Issuer and the Lenders, as collateral for the L/C Obligations, cash or deposit account balances pursuant to documentation in form and substance satisfactory to such L/C Issuer (which documents are hereby consented to by the Lenders). Derivatives of such term have corresponding meanings. The Borrower hereby grants to each L/C Issuer, for the benefit of such L/C Issuer and the Lenders, a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Cash collateral shall be maintained in blocked, non-interest bearing deposit accounts at the applicable L/C Issuer.

(h) Applicability of ISP98. Unless otherwise expressly agreed by the L/C Issuer and the Borrower when a Letter of Credit is issued, the rules of the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) shall apply to each Letter of Credit.

(i) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Pro Rata Share a Letter of Credit fee for each Letter of Credit equal to 7.00% times the daily maximum amount available to be drawn under such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit). Such letter of credit fees shall be computed on a quarterly basis in arrears, and shall be due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. The Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 2.10 and Section 2.12(c)(ii) with the amount of any Letter of Credit fees or charges due under this Section 2.12(i).

(j) Fronting Fee and Processing Charges Payable to L/C Issuer. The Borrower shall pay directly to the L/C Issuer for its own account a fronting fee for each Letter of Credit of up to ¼% (as determined by the applicable L/C Issuer) times the daily maximum amount available to be drawn under such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit). Such fronting fee for each Letter of Credit shall be computed on a quarterly basis in arrears, and shall be due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. In addition, the Borrower shall pay directly to the L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such

customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(k) Conflict with Letter of Credit Application. In the event of any conflict between the terms hereof and the terms of any Letter of Credit Application, the terms hereof shall control.

2.13 Change of Control Put.

(a) Upon the occurrence of a Put Change of Control, each Lender shall, unless the Loans shall have been accelerated in accordance with Section 9.02, have the right to require that the Borrower (i) prepay in full such Lender's Pro Rata Share of the Outstanding Amount of all Loans at such time and to Cash Collateralize such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations at such time in an amount equal to up to 105% of the amount thereof and (ii) pay such Lender a put premium determined by multiplying such Lender's Commitment immediately prior to giving effect to the exercise of its rights under this Section 2.13 by a percentage equal to the percentage amount by which the greater of (i) 101% and (ii) the percentage then in effect under the Borrower Term Loan Agreement (as in effect as the Closing Date) for calculation of the Fixed Early Payment Amount exceeds par (the aggregate amount of such prepayment and premium due with respect to any Lender, such Lender's "Change of Control Put Amount"), plus accrued and unpaid interest, if any, to the date of prepayment, all other Obligations due to such Lender under this Agreement and the other Loan Documents and any incremental amount over and above such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations which is required by any L/C Issuer to Cash Collateralize such L/C Obligations, in accordance with the terms of paragraph (b) below. The portion of any Lender's Change of Control Put Amount attributable to (and equal to) such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations (excluding the premium relating thereto, but including any incremental amount over and above such Outstanding Amount which is required by any L/C Issuer to Cash Collateralize such L/C Obligations) shall be retained by the applicable L/C Issuer(s) and applied to Cash Collateralize such Lender's Pro Rata Share of such L/C Obligations, whereupon such Lender automatically shall be released from all of its obligations to the Borrower, the Administrative Agent and/or such L/C Issuer in respect of Letters of Credit under this Agreement.

(b) At least ten (10) Business Days prior to the occurrence of any Put Change of Control, the Borrower shall mail a notice to each Lender (the "Put Offer"), with a copy to the Administrative Agent, stating:

(i) that a Put Change of Control will occur and that such Lender has the right to require the Borrower to prepay such Lender's Loans in full at a prepayment price equal to the Change of Control Put Amount, plus accrued and unpaid interest, if any, to the date of prepayment, and showing the calculation of the prepayment price (exclusive of other Obligations due to such Lender hereunder);

(ii) the circumstances and relevant facts regarding such Put Change of Control (including the information with respect to pro forma historical income, cash flow and capitalization, each after giving effect to such Put Change of Control);

(iii) the prepayment date (which shall be the date of the occurrence of such Put Change of Control); and

(iv) the reasonable instructions determined by the Borrower and Administrative Agent, consistent with this section, that a Lender must follow in order to accept the Put Offer, which must allow each Lender at least ten (10) Business Days after receipt of such Put Offer by each Lender to accept such Put Offer.

(c) Lenders electing to have their Loans prepaid will be required to surrender their Notes to the Administrative Agent at the address specified in Section 11.02 on the prepayment date.

(d) On the prepayment date, all Notes evidencing any Loans prepaid by the Borrower under this Section 2.13 shall be cancelled by the Borrower, and the Borrower shall pay the Change of Control Put Amount to the Administrative Agent, for the account of the Lenders electing to receive such prepayment, plus accrued and unpaid interest, if any, and all other Obligations due to such Lenders under this Agreement and the other Loan Documents to the Lenders entitled thereto.

ARTICLE III

TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Any and all payments by the Borrower to or for the account of the Administrative Agent or any Lender under any Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and all liabilities with respect thereto, excluding, in the case of the Administrative Agent and each Lender, taxes imposed on or measured by its overall net income, and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which the Administrative Agent or such Lender, as the case may be, is organized or maintains a lending office (all such non-excluded taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and liabilities being hereinafter referred to as "Taxes"). If the Borrower shall be required by any Laws to deduct any Taxes from or in respect of any sum payable under any Loan Document to the Administrative Agent or any Lender, (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01), each of the Administrative Agent and such Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions, (iii) the Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable Laws, and (iv) within 30 days after the date of such payment, the Borrower shall furnish to the Administrative Agent (which shall forward the same to such Lender) the original or a certified copy of a receipt evidencing payment thereof.

(b) In addition, the Borrower agrees to pay any and all present or future stamp, court or documentary taxes and any other excise or property taxes or charges or similar levies which arise from any payment made under any Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document (hereinafter referred to as "Other Taxes").

(c) If the Borrower shall be required to deduct or pay any Taxes or Other Taxes from or in respect of any sum payable under any Loan Document to the Administrative Agent or any Lender, the Borrower shall also pay to the Administrative Agent or to such Lender, as the case may be, at the time interest is paid, such additional amount that the Administrative Agent or such Lender specifies is necessary to preserve the after-tax yield (after factoring in all taxes, including taxes imposed on or measured by net income) that the Administrative Agent or such Lender would have received if such Taxes or Other Taxes had not been imposed.

(d) The Borrower agrees to indemnify the Administrative Agent and each Lender for (i) the full amount of Taxes and Other Taxes (including any Taxes or Other Taxes imposed or asserted by any jurisdiction on amounts payable under this Section 3.01) paid by the Administrative Agent and such Lender, (ii) amounts payable under Section 3.01(c) and (iii) any liability (including additions to tax, penalties, interest and expenses) arising therefrom or with respect thereto, in each case whether or not such Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Payment under this subsection (d) shall be made within 30 days after the date the Lender or the Administrative Agent makes a demand therefor.

3.02 Illegality.

If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund LIBOR Loans, or to determine or charge interest rates based upon LIBOR, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue LIBOR Loans or to convert Base Rate Loans to LIBOR Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all LIBOR Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such LIBOR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such LIBOR Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

3.03 Inability to Determine Rates.

If the Required Lenders determine that for any reason adequate and reasonable means do not exist for determining LIBOR for any requested Interest Period with respect to a proposed LIBOR Loan, or that LIBOR for any requested Interest Period with respect to a proposed LIBOR

Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain LIBOR Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of LIBOR Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

3.04 Increased Cost and Reduced Return; Capital Adequacy; Reserves on LIBOR Loans.

(a) If any Lender determines that as a result of the introduction of or any change in or in the interpretation of any Law, or such Lender's compliance therewith, there shall be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining LIBOR Loans, or a reduction in the amount received or receivable by such Lender in connection with any of the foregoing (excluding for purposes of this subsection (a) any such increased costs or reduction in amount resulting from (i) Taxes or Other Taxes (as to which Section 3.01 shall govern), (ii) changes in the basis of taxation of overall net income or overall gross income by the United States or any foreign jurisdiction or any political subdivision of either thereof under the Laws of which such Lender is organized or has its Lending Office, and (iii) reserve requirements contemplated by Section 3.04(c)), then from time to time upon demand of such Lender (with a copy of such demand to the Administrative Agent), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction.

(b) If any Lender determines that the introduction of any Law regarding capital adequacy or any change therein or in the interpretation thereof, or compliance by such Lender (or its Lending Office) therewith, has the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies with respect to capital adequacy and such Lender's desired return on capital), then from time to time upon demand of such Lender (with a copy of such demand to the Administrative Agent), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such reduction.

(c) The Borrower shall pay to each Lender, as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each LIBOR Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such Loan, provided the Borrower shall have received at least 15 days' prior notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails to give notice 15 days prior to the relevant Interest Payment Date, such additional interest shall be due and payable 15 days from receipt of such notice.

3.05 Funding Losses.

Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); or

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each LIBOR Loan made by it at LIBOR for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such LIBOR Loan was in fact so funded. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder. The determination by each such Lender of the amount of any such loss or expense, when set forth in a written notice delivered to the Administrative Agent (and thereafter delivered by the Administrative Agent to the Borrower), containing such Lender's calculation thereof in reasonable detail, shall be conclusive in the absence of manifest error.

3.06 Matters Applicable to all Requests for Compensation.

A certificate of the Administrative Agent or any Lender claiming compensation under this Article III and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, the Administrative Agent or such Lender may use any reasonable averaging and attribution methods.

3.07 Survival.

All of the Borrower's obligations under this Article III shall survive termination of the Commitments and repayment, satisfaction or discharge of the Obligations.

ARTICLE IV

CONDITIONS PRECEDENT TO CLOSING DATE AND CREDIT EXTENSIONS

4.01 Conditions of Closing Date and Initial Credit Extension.

The occurrence of the Closing Date, the effectiveness of this Agreement and the obligation of each Lender to make its initial Credit Extension hereunder are subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or facsimiles (followed promptly by originals) unless otherwise specified, each properly executed by an Authorized Officer of the signing Loan Party, each dated the Closing Date and each in form and substance satisfactory to the Administrative Agent and its legal counsel:

(i) executed counterparts of this Agreement and the Borrower Intercreditor Agreement;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note; and

(iii) executed counterparts of the following: the Parent Revolver Guaranty Agreement, the Parent Revolver Security Agreement, the Borrower Revolver Security Agreement, the Subsidiary Revolver Security Agreement, the Revolver Affiliate Subordination Agreement and any other Security Documents reasonably requested by the Administrative Agent in accordance with the provisions of Article IA.

(b) The Administrative Agent shall have received the following items for each of the Parent, the Borrower and each other Subsidiary party to the Subsidiary Revolver Security Agreement, in each case dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) unless otherwise indicated:

(i) copies of the articles or certificates of incorporation or other charter documents of such Person certified to be true, complete and correct as of a recent date by the appropriate Governmental Authority of the state or other jurisdiction of its incorporation and/or certified by a secretary or assistant secretary of such Person to be true, complete and correct as of the Closing Date;

(ii) a copy of the bylaws, partnership or operating agreement of such Person, as applicable, certified by a secretary or assistant secretary of such Person to be true and correct as of the Closing Date;

(iii) resolutions of its Board of Directors or other authorizing body or Person approving and authorizing the execution, delivery and performance of this Agreement, certified as of the Closing Date by its secretary or an assistant secretary as being in full force and effect without modification or amendment;

(iv) certificates of good standing issued as of a reasonably recent date to the Closing Date by such Person's state of organization or formation;

(v) a certificate of an Authorized Officer of each Loan Party either (A) attaching copies of all consents, licenses and approvals required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is a party, and such consents, licenses and approvals shall be in full force and effect, or (B) stating that no such consents, licenses or approvals are so required;

(vi) a certificate signed by an Authorized Officer of the Borrower certifying (A) that the conditions specified in Sections 4.02 (b) and (c) have been satisfied, and (B) that there has been no event or circumstance since December 31, 2002 that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect; and

(vii) signature and incumbency certificates of the officers of such Person executing this Agreement, any amendments to Security Documents and any other documents required to be delivered under subsection (a) of this Section 4.01.

(c) The Administrative Agent shall have received a favorable opinion of Drinker Biddle & Reath, counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, in form and substance satisfactory to the Administrative Agent.

(d) Collateral. The Administrative Agent shall have received:

(i) searches of Uniform Commercial Code filings and tax records in the jurisdiction of incorporation or formation of each Loan Party, copies of the financing statements on file in such jurisdictions and evidence that no Liens exist other than Permitted Liens;

(ii) completed UCC financing statements for each appropriate jurisdiction as is necessary, in the Administrative Agent's reasonable discretion, to perfect the Administrative Agent's security interest in the Collateral;

(iii) with respect to any real property owned or leased by any Company that is not otherwise exempted from the requirements of Article IA (collectively the "Real Property") as listed on Schedule 4.01(d)(iii) attached hereto and made a part hereof, (A) fully executed and notarized mortgages, deeds of trust or deeds together with any ancillary document related thereto included, but not limited to, assignment of leases and rents UCC-1 financing statements, to secure debt encumbering the fee interest and/or leasehold interest of any Company in the Real Property, (B) a satisfactory title search assuring the Administrative Agent that (1) each such mortgage creates a valid and enforceable lien on the applicable Real Property, free and clear of all defects and encumbrances except Permitted Liens and (2) that such liens are junior to no liens other than the lien in favor of the Administrative Agent for the Lenders under the Borrower Term Loan Agreement, and (C) such other agreements, instruments and documents as the Administrative Agent may reasonably require in order to create, perfect, establish or

otherwise protect any lien purported to be covered by this Section 4.01(d)(iii); provided, however, that the Administrative Agent shall not require delivery of agreements, instruments or documents which have not been received or required under the Borrower Term Loan Agreement.

(iv) evidence satisfactory to the Administrative Agent of the perfection of its security interest in and lien on all of the Collateral (including, without limitation, through the filing of UCC financing statements and the recordation of mortgages).

(e) The Administrative Agent shall have received copies of certificates of insurance of the Borrower and its Subsidiaries evidencing insurance coverage and policy provisions meeting the requirements set forth in Section 6.02 of the Incorporated Affirmative Covenants and naming the Administrative Agent as additional insured or loss payee, as the case may be, on behalf of the Lenders.

(f) Any fees required to be paid on or before the Closing Date shall have been paid.

(g) Unless waived by the Administrative Agent, the Borrower shall have paid all Attorney Costs of the Administrative Agent to the extent invoiced prior to or on the Closing Date, plus such additional amounts of Attorney Costs as shall constitute its reasonable estimate of Attorney Costs incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

(h) The Administrative Agent shall have received satisfactory evidence that the Borrower shall have delivered to the Term Loan Agent (as defined in the Parent Term Loan Agreement) a certificate of an Authorized Officer of the Borrower certifying that the Indebtedness represented by the Loans is permitted to be incurred under Section 7.01(b)(ii) of the Parent Term Loan Agreement and qualifies as "Permitted Indebtedness" as defined in the Parent Term Loan Agreement, together with a copy of this Agreement.

4.02 Conditions to all Credit Extensions.

The obligation of each Lender to honor any Request for Credit Extension is subject to the following further conditions precedent in addition to satisfaction on the Closing Date of the conditions precedent set forth in Section 4.01:

(a) The Administrative Agent and, if applicable, the L/C Issuer shall have received a Request for Credit Extension in accordance with the requirements hereof.

(b) The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct on and as of such date, except to the extent they relate specifically to an earlier specified date or are affected by transactions or events occurring after the Closing Date and permitted or not prohibited hereunder.

(c) No Default or Event of Default shall exist and be continuing either prior to or after giving effect thereto.

(d) The Borrower shall have paid all fees, costs, expenses and taxes then payable by the Borrower pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.07, Section 2.12(i), Section 2.12(j) and Section 11.04.

(e) The making of such Loan shall not contravene any law, rule or regulation applicable to the Administrative Agent or any Lender.

Each Request for Credit Extension (other than a Loan Notice requesting only a conversion or a continuation of Loans) shall constitute a representation and warranty by the Borrower of the correctness of the matters specified in subsections (b) and (c) above.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and the Lenders that:

5.01 Representations and Warranties under the Borrower Term Loan Agreement.

The representations and warranties of the Borrower contained in Article IV of the Borrower Term Loan Agreement are true and correct at the times as of which such representations and warranties were made and on the Closing Date, except to the extent they relate specifically to an earlier specified date or are affected by transactions or events occurring after the Fourth Amendment Effective Date and permitted or not prohibited under the Borrower Term Loan Agreement.

5.02 Organization, Qualification, Etc.

Each of the Companies has the power and authority to execute and deliver, and perform its respective obligations under, this Agreement, the other Loan Documents and the other agreements and instruments relating thereto (all of the foregoing being hereinafter referred to collectively as the "Transaction Documents").

5.03 Authorization; Compliance; Etc.

The execution and delivery of, and performance by the Companies of their respective obligations under, the Transaction Documents have been duly authorized by all requisite corporate, partnership and membership action and will not violate any provision of law (including without limitation the Communications Act of 1934, as amended, the Copyright Revisions Act of 1976, as amended, and all other rules, regulations, administrative orders and policies of the FCC, the FAA and the Copyright Office), any order, judgment or decree of any court or other agency of government, the Organization Documents of any Company or any

indenture, agreement or other instrument to which any Company or the Parent is a party, or by which any Company or the Parent is bound (including without limitation the Borrower Term Loan Agreement, the PCC Exchange Indenture, the PCC Exchange Notes, the PCC 1997 Indenture, the PCC 1997 Senior Notes, the PCC 1998 Indenture, the PCC 1998 Senior Notes, the PSC 2001 Indenture, the PSC 2001 Senior Notes, the Golden Sky Exchange Indentures, the Golden Sky Exchange Notes, the PSC Subordinated Notes, the PSC Subordinated Notes Indenture, the PCC Preferred Stock Designation and any DBS Agreement), or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be permitted under this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of any Company or the Parent pursuant to, any such indenture, agreement or instrument. Each of the Transaction Documents constitutes the valid and binding obligation of each of the Companies and their Affiliates party thereto, enforceable against such party in accordance with its terms, subject, however to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights and remedies of creditors generally or the application of principles of equity, whether in any action in law or proceeding in equity, and subject to the availability of the remedy of specific performance or of any other equitable remedy or relief to enforce any right under any such agreement.

5.04 Governmental and Other Consents, Etc.

Except for filings and recordings required under Article IA and the Security Documents and subject to the qualifications set forth in Section 4.04(b) of the Borrower Term Loan Agreement, none of the Companies or the Parent is required to obtain any consent, approval or authorization from, to file any declaration or statement with or to give any notice to, any Governmental Authority (including without limitation, any Specified Authority), the NRTC, DirecTV, any Seller or any other Person (including, without limitation, any notices required under the applicable bulk sales law) in connection with or as a condition to the execution, delivery or performance of any of the Transaction Documents. All consents, approvals and authorizations described in such Schedule have been duly granted and are in full force and effect on the Closing Date and all filings described in such Schedule have been properly and timely made.

5.05 Compliance with Laws and Agreements.

Except as disclosed in this Agreement (including by way of incorporation of any provisions of the Borrower Term Loan Agreement), none of the Companies is a party to any agreement or instrument or subject to any corporate, partnership or other restriction which could have a Material Adverse Effect. None of the Companies or the Parent is in violation of any provision of its Organization Documents or of any material indenture, agreement or instrument to which it is a party or by which it is bound (including without limitation the Borrower Term Loan Agreement, the PCC Exchange Indenture, the PCC Exchange Notes, the PCC 1997 Indenture, the PCC 1997 Senior Notes, the PCC 1998 Indenture, the PCC 1998 Senior Notes, the PSC 2001 Indenture, the PSC 2001 Senior Notes, the Golden Sky Exchange Notes, the Golden Sky Exchange Indentures, the PSC Subordinated Notes, the PSC Subordinated Indenture, the PCC Preferred Stock Designation and any DBS Agreement) or, to the best of the Borrower's knowledge and belief, of any provision of law (including without limitation the Communications

Act of 1934, as amended, the Copyright Revisions Act of 1976, as amended, and all other rules, regulations, administrative orders and policies of the FCC, the FAA and the Copyright Office), the violation of which could have a Material Adverse Effect, or any order, judgment or decree of any court or other Governmental Authority (including without limitation any Specified Authority). Without limiting the generality of the foregoing, all of the Obligations (a) are permitted under, and do not and will not violate, the Borrower Term Loan Agreement, the Parent Term Loan Agreement, the PCC Preferred Stock Designation, the PCC Exchange Indenture, the PCC Exchange Notes, the PCC 1997 Indenture, the PCC 1997 Senior Notes, the PCC 1998 Indenture, the PCC 1998 Senior Notes, the PSC 2001 Indenture, the PSC 2001 Senior Notes, the Golden Sky Exchange Notes, the Golden Sky Exchange Indentures, the PSC Subordinated Notes, and the PSC Subordinated Indenture, and (b) constitute "Eligible Indebtedness" under the PCC Exchange Indenture, the PCC 1997 Indenture, the Golden Sky Indenture, and the PCC 1998 Indenture. Without limiting the generality of the foregoing, the Indebtedness represented by the Loans is permitted to be incurred pursuant to 7.01(b)(ii) of the Parent Term Loan Agreement and constitutes "Permitted Indebtedness" as such term is defined in the Parent Term Loan Agreement.

5.06 Incorporated Representations and Warranties.

The Borrower hereby agrees that the representations and warranties contained in Article IV of the Borrower Term Loan Agreement as in effect as of the Closing Date and, subject to the provisions of Section 11.01, as the same may be amended, supplemented or otherwise modified from time to time after the Closing Date (the "Incorporated Representations"), are hereby incorporated herein by reference and shall be as binding on the Borrower as if set forth fully herein. The incorporation by reference to the Borrower Term Loan Agreement of the Incorporated Representations pursuant to this Section 5.06 shall survive the termination of the Borrower Term Loan Agreement. For purposes of the incorporation of the Incorporated Representations pursuant to this Section 5.06, all references in the Incorporated Representations to the "Agent" shall be deemed to refer to the Administrative Agent hereunder, all references in the Incorporated Representations to a "Lender" or the "Lender" shall be deemed to refer to one or more of the Lenders hereunder, all references in the Incorporated Representations to the "Required Lenders" shall be deemed to refer to the Required Lenders hereunder, all references in the Incorporated Representations to the "Credit Agreement", "this Agreement," or any similar references, shall be deemed to refer to this Agreement, and all references in the Incorporated Representations to a "Loan Document" or the "Loan Documents," or any similar references, shall be deemed to refer to one or more of the Loan Documents as defined in Section 1.01.

ARTICLE VI

AFFIRMATIVE COVENANTS

6.01 Incorporated Representations and Warranties.

The Borrower hereby agrees that the affirmative covenants contained in Article VI of the Borrower Term Loan Agreement as in effect as of the Closing Date and, subject to the provisions of Section 11.01, as the same may be amended, supplemented or otherwise modified from time to time after the Closing Date (the "Incorporated Affirmative Covenants"), are hereby incorporated herein by reference and shall be as binding on the Borrower as if set forth fully herein until such time as the Commitments shall have expired or been terminated in full and all of the Obligations shall have been paid in full. The incorporation by reference to the Borrower Term Loan Agreement of the Incorporated Affirmative Covenants pursuant to this Section 6.03 shall survive the termination of the Borrower Term Loan Agreement. In the event a waiver is granted under the Borrower Term Loan Agreement or an amendment or modification is executed with respect to Borrower Term Loan Agreement, and such waiver, amendment and/or modification affects the Incorporated Affirmative Covenants, then such waiver, amendment or modification shall be effective with respect to the Incorporated Affirmative Covenants as incorporated by reference into this Agreement, subject to the provisions of Section 11.01. For purposes of the incorporation of the Incorporated Affirmative Covenants pursuant to this Section 6.03, all references in the Incorporated Affirmative Covenants to the "Agent" shall, except in respect of Section 6.02(b)-(h), Section 6.12(b) and Section 6.15 of the Incorporated Covenants, be deemed to refer to the Administrative Agent hereunder, all references in the Incorporated Affirmative Covenants to a "Lender" or the "Lender" shall be deemed to refer to one or more of the Lenders hereunder, all references in the Incorporated Affirmative Covenants to the "Required Lenders" shall be deemed to refer to the Required Lenders hereunder, all references in the Incorporated Affirmative Covenants to the "Credit Agreement", "this Agreement," or any similar references, shall be deemed to refer to this Agreement, and all references in the Incorporated Affirmative Covenants to a "Loan Document" or the "Loan Documents," or any similar references, shall be deemed to refer to one or more of the Loan Documents as defined in Section 1.01.

6.02 Deposit Accounts.

Upon the request of the Administrative Agent, subject to the last sentence of this Section 6.02, the Borrower shall, and shall cause its relevant Subsidiaries and the relevant depository financial institutions, to execute, deliver and/or file or record such additional Security Documents as the Administrative Agent shall deem necessary or advisable from time to time to maintain, create and perfect a first priority security interest in favor of the Agent in all "deposit accounts" (as defined in the Uniform Commercial Code) of the Borrower and its Subsidiaries (other than the Special Purpose Subsidiary and the Letter-of-Credit Subsidiary) in existence on the Closing Date and all after-acquired deposit accounts in which the Borrower or any of its Subsidiaries (other than the Special Purpose Subsidiary and the Letter-of-Credit Subsidiary) maintains a balance in excess of \$50,000.00; provided, however, that no mandatory cash sweeps shall be required at any time when no Event of Default has occurred and is continuing; and provided further that, subject to the last sentence of this Section 6.02, the Borrower and its