

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

FORM 8-K

CURRENT REPORT

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

Date of report (Date of earliest event reported): December 1, 2012

EQUIFAX INC.

(Exact name of registrant as specified in Charter)

Georgia

(State or other jurisdiction
of incorporation)

001-06605

(Commission File
Number)

58-0401110

(IRS Employer
Identification No.)

**1550 Peachtree Street, N.W.
Atlanta, Georgia**

(Address of principal executive offices)

30309

(Zip Code)

Registrant's telephone number, including area code: **(404) 885-8000**

Not Applicable

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

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

- ☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry Into a Material Definitive Agreement.

On December 1, 2012, a subsidiary of Equifax Inc. (the “Company”), Equifax Information Services LLC, entered into a definitive asset purchase agreement (the “Purchase Agreement”) with CSC Credit Services, Inc. (“CSC Credit Services”), a subsidiary of Computer Sciences Corporation (“CSC”), to acquire certain credit services business assets and operations of CSC Credit Services for \$1 billion in cash, subject to certain working capital adjustments (the “Transaction”). Completion of the Transaction is subject to the expiration or termination of the applicable Hart-Scott-Rodino waiting period and other customary closing conditions. The closing of the Transaction is not subject to a financing condition. The Transaction is expected to be completed by year-end.

The Company expects to fund the purchase price of the Transaction using debt and available cash. Existing available credit facilities include a \$500 million senior revolving credit facility and a new \$350 million 364-day revolving credit facility which is further described under Item 2.03 of this Current Report on Form 8-K. As of December 3, 2012, \$498.6 million was available for borrowing under the \$500 million senior credit facility and \$350 million was available for borrowing under the 364-day credit facility.

If the Transaction is completed, our existing agreement with CSC and certain of its affiliates (the “Existing Agreement”), under which CSC-owned credit reporting agencies utilize the Company’s computerized credit database services, will be terminated. CSC currently retains ownership of its credit files and the revenues generated by its credit reporting activities. The Company receives a processing fee for maintaining the database and for each report supplied. The Existing Agreement is scheduled to expire on July 31, 2018 and is renewable at the option of CSC for successive ten-year periods. The Existing Agreement provides the Company with an option to purchase CSC’s credit reporting business if there is a change in control of CSC while the Existing Agreement is in effect. Under the Existing Agreement, CSC also has an option (the “Put Option”) to sell its credit reporting business to the Company. The Put Option, scheduled to expire on August 1, 2013, has an exercise price to be determined by a third-party appraisal process and would be due in cash within 180 days after the exercise of the Put Option.

In connection with the Transaction, the Existing Agreement has been amended by an Amendment Extending Time dated December 1, 2012 among CSC, CSC Credit Services, Inc., Equifax Information Services LLC and the Company to provide that the expiration date of the Put Option will be extended to October 1, 2013 if the closing of the Transaction does not occur on or before February 1, 2013 and, as of February 1, 2013, (i) the Purchase Agreement has not therefore been terminated and (ii) the termination date of the Purchase Agreement has been extended to March 31, 2013.

The representations, warranties and covenants contained in the Purchase Agreement have been made only for the purposes of the Purchase Agreement as of specific dates and solely for the benefit of the parties to the Purchase Agreement and may have been qualified by certain confidential disclosures between the parties and are subject to a contractual standard of materiality different from those applicable to investors, among other limitations. The representations and warranties were made for the purposes of allocating contractual risk between the parties to the Purchase Agreement and should not be relied upon by investors as a disclosure of factual information relating to the Company or to CSC.

The foregoing descriptions of the Purchase Agreement, the Existing Agreement and the Amendment Extending Time are qualified in their entirety by reference to Exhibits 2.1 and 2.2 to this Current Report on Form 8-K, Exhibits 10.18 and 10.21 to the Company's Annual Report on Form 10-K filed March 30, 2000, Exhibit 10.26 to the Company's Annual Report on Form 10-K filed March 31, 1997, Exhibit 10.25 to the Company's Annual Report on Form 10-K filed March 31, 1995, and pages 8 through 16 and Exhibit 4.1 to Amendment No. 1 to the Company's Form S-3 Registration Statement, No. 33-62820, filed June 17, 1993, all of which are incorporated by reference into this Item 1.01.

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

On December 1, 2012, the Company entered into a new \$350 million, 364-day revolving credit agreement (the "New Credit Facility") with Bank of America, N.A., as administrative agent and a lender, and JP Morgan Chase Bank, N.A., SunTrust Bank and Wells Fargo Bank N.A., as lenders, that matures on November 28, 2013. The New Credit Facility supplements an existing \$500 million senior revolving credit facility (the "Senior Credit Facility") with Bank of America, N.A. and a group of lenders that matures on February 18, 2015.

Borrowings under both the New Credit Facility and the Senior Credit Facility may be used for general corporate purposes, including working capital, capital expenditures, acquisitions and share repurchase programs.

The New Credit Facility provides that the aggregate commitments of the lenders thereunder will automatically and permanently be reduced on a dollar-for-dollar basis upon either (i) the issuance, borrowing or incurrence of other indebtedness by the Company or its subsidiaries, subject to certain exceptions as provided for therein, or (ii) any increase in the aggregate commitments of the lenders under the Senior Credit Facility above \$500 million. Any such reduction in the aggregate commitments under the New Credit Facility will require a mandatory prepayment of outstanding loans under the New Credit Facility to the extent that the aggregate principal amount of such loans exceeds the aggregate commitments of the lenders after giving effect to any such commitment reduction. Availability of the Senior Credit Facility for borrowings is reduced by the outstanding face amount of any letters of credit issued under the facility and, pursuant to the Company's existing Board of Directors authorization, by the outstanding principal amount of any borrowings under the Company's commercial paper program.

Under both the New Credit Facility and the Senior Credit Facility, the Company must comply with various financial and non-financial covenants. The financial covenants require the Company to maintain a maximum leverage ratio, defined as consolidated funded debt divided by consolidated EBITDA (as set forth in the Senior Credit Facility) for the preceding four quarters, of not more than 3.5 to 1.0. Compliance with this financial covenant is tested quarterly. The non-financial covenants include limitations on liens, cross defaults, subsidiary debt, mergers, liquidations, asset dispositions and acquisitions. Borrowings under both facilities, which have not been guaranteed by any of the Company's subsidiaries, are unsecured and will rank on parity in right of payment with all of the Company's other unsecured and unsubordinated indebtedness from time to time outstanding.

Interest will be payable on borrowings under the New Credit Facility at the base rate or London Interbank Offered Rate, or LIBOR, plus a specified margin. The Company is also required under the New Credit Facility to pay on a quarterly basis a commitment fee, which is calculated based upon the amount of daily usage of the New Credit Facility over the available aggregate lender commitments thereunder during the applicable quarterly period. Both the applicable interest rate and the commitment fee are subject to adjustment based on the Company's debt ratings.

The foregoing description of the New Credit Facility and the Senior Credit Facility are qualified by reference to Exhibit 10.1 to this Current Report on Form 8-K and Exhibit 4.6 to the Company's Annual Report on Form 10-K filed February 23, 2012, each of which is incorporated by reference into this Item 2.03.

Item 7.01 Regulation FD Disclosure.

On December 3, 2012, the Company issued a press release announcing that it had entered into the Purchase Agreement. A copy of the press release is furnished as Exhibit 99.1 hereto and is incorporated by reference into this Item 7.01. The information in Exhibit 99.1 shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, except as shall be expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 2.1 Asset Purchase Agreement dated as of December 1, 2012, among Equifax Information Services LLC and CSC Credit Services, Inc.
- 2.2 Amendment Extending Time dated as of December 1, 2012 among Computer Sciences Corporation, CSC Credit Services, Inc., Equifax Information Services LLC and Equifax Inc.
- 10.1 364-Day Credit Facility dated as of December 1, 2012, among Equifax Inc., Bank of America, N.A., as administrative agent and a lender, JP Morgan Chase Bank, N.A., SunTrust Bank and Wells Fargo Bank N.A.
- 99.1 Press release of Equifax Inc. dated December 3, 2012.

FORWARD-LOOKING STATEMENTS DISCLOSURE.

This document contains or incorporates forward-looking statements relating to, among other things, approvals, financing, completion and benefits of the Transaction. Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date they were made and reflect management's current estimates, projections, expectations or beliefs and which are subject to risks and uncertainties that may cause actual results to differ materially. The Company's actual results or performance may differ materially from those suggested, expressed or implied by forward-looking statements due to a wide range of factors including, but not limited to, receipt of required regulatory approvals and satisfaction of conditions to closing the Transaction, other regulatory actions or changes, the realized benefits of the Transaction such as improved operations, enhanced earnings, revenues and cash flows, growth potential and financial strength, tax benefits and ability to repay outstanding indebtedness and fully integrate the acquired assets into the Company's operations, as well as general market conditions, competition and pricing. Please refer to the Company's Annual Report on Form 10-K filed February 23, 2012 and subsequent reports on Forms 10-Q and 8-K as filed with the Securities and Exchange Commission for additional information and additional factors that could affect the Company's future results. The Company is under no obligation (and disclaims any obligation) to update its forward-looking statements, whether as a result of new information, future events or otherwise.

SIGNATURE

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

EQUIFAX INC.

By: /s/Dean C. Arvidson
Name: Dean C. Arvidson
Title: Senior Vice President and
Corporate Secretary

Date: December 3, 2012

ASSET PURCHASE AGREEMENT

between

CSC CREDIT SERVICES, INC.

(as Seller)

and

EQUIFAX INFORMATION SERVICES LLC

(as Buyer)

Dated

December 1, 2012

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- Exhibit C - Form of Bill of Sale, Assignment and Assumption Agreement
- Exhibit D - Form of Non-Competition Agreement
- Exhibit E - Form of Operating Agreements Termination Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into on this 1st day of December, 2012, by and between CSC CREDIT SERVICES, INC., a Texas corporation ("Seller"), and EQUIFAX INFORMATION SERVICES LLC, a Georgia limited liability company ("Buyer"). Capitalized terms used but not defined herein shall have the meanings specified in Section 1.1 hereof.

RECITALS

WHEREAS, Seller is the owner of the Acquired Assets, through which Seller provides certain credit reporting services;

WHEREAS, Seller desires to sell, convey, transfer and assign to Buyer, and Buyer desires to acquire from Seller, the Acquired Assets, and Buyer has agreed to assume certain liabilities of Seller relating to the Acquired Assets and the operation of the Business, all on the terms and conditions set forth in this Agreement; and

WHEREAS, Buyer is engaged in the provision of credit reporting services similar to those provided by Seller.

NOW, THEREFORE, in consideration of the representations, warranties, conditions and mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

**ARTICLE I
DEFINITIONS**

1.1 **Definitions.** As used herein, the following terms shall have the following definitions:

"Account Management Services" shall mean services in all cases of the types provided by Seller as of the date of this Agreement related to the monitoring and reporting of activity in consumer credit files of the type owned by Seller for third parties desiring to manage existing consumer credit relationships.

"Accounts Receivable" shall mean all accounts receivable or other similar trade receivables.

"Action" shall mean any action, claim, charge, arbitration, audit, hearing, complaint, inquiry, investigation, litigation, suit or other proceeding (whether civil, criminal, administrative, investigative, or informal, public or private) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Adjustment Settlement Date" shall have the meaning set forth in Section 2.4(d).

"Agreement" shall have the meaning set forth in the preamble.

"Acquired Assets" shall have the meaning set forth in Section 2.1(a).

“Affiliate” shall mean any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or under common control with, the Person specified, and any Subsidiary of the Person specified. For purposes of this Article I, control of a Person means the power, whether direct or indirect, to direct or cause the direction of the management and policies of such Person, whether by Contract or otherwise.

“Allocation” shall have the meaning set forth in Section 2.6.

“Alternative Transaction” shall have the meaning set forth in Section 5.13.

“Ancillary Agreements” shall mean the Bill of Sale, Assignment and Assumption Agreement, the Transition Services Agreement, the Non-Competition Agreement, and the Operating Agreements Termination Agreement.

“Arbitrating Accountant” shall have the meaning set forth in Section 2.4(d).

“Assigned Contracts” shall have the meaning set forth in Section 2.1(a)(ii).

“Assumed Obligations” shall have the meaning set forth in Section 2.2(a).

“Auditor” shall have the meaning set forth in Section 3.17(a).

“Bill of Sale, Assignment and Assumption Agreement” shall have the meaning set forth in Section 9.2(a).

“Breach” shall mean a breach of a representation, warranty, covenant, obligation or other provision of this Agreement or any certificate required to be delivered at Closing pursuant to this Agreement and will be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation or other provision, or if there shall occur any event that with the giving of notice or passage of time, or both, would constitute such a breach, inaccuracy or failure.

“Business” shall mean the provision of Credit Services. “Business” includes the provision of all products and services included in the operations of Seller reflected in the Interim Financial Statements. For the avoidance of doubt, the term “Business” when used with reference to Seller or the Acquired Assets does not include any of the following to the extent engaged in by a Parent Entity (as of the date of this Agreement or at any future date) even though the Business of Seller may include similar services, products or activities: (i) services by any Parent Entity under contracts or subcontracts with any Person where the primary stated purpose of such contract or subcontract is something other than the provision of any Credit Services, even though the contract or subcontract might include, at any time, ancillary services, subservices, tasks, or subtasks related to Credit Services and even though such Person, itself, might be providing Credit Services, (ii) the conduct by any Parent Entities of their respective businesses and operations (including the mortgage default business conducted by CSC Early Resolution), (iii) the collection and aggregation of data for resale or any other use that does not constitute a Credit Service of the type provided by Seller as of the date of this Agreement, or (iv) engaging in the provision of non-Business products or services to a Person who owns or conducts a business similar to the Business or to a Person who has a subcontract with any such other Person.

“Business Day” shall mean a day other than a Saturday, Sunday or legal holiday for commercial banking institutions in the State of Texas or the State of New York.

“Buyer” shall have the meaning set forth in the preamble.

“Buyer Obligations” shall have the meaning set forth in Section 11.5.

“Buyer Proprietary Information” shall have the meaning set forth in Section 5.8(b)(ii).

“Claim” shall mean an asserted or threatened claim or Action by any third party or Governmental Body that could result in a Loss by a Party subject to indemnification under Article X of this Agreement.

“Claim Notice” shall have the meaning provided in Section 10.3(a).

“Closing” shall mean consummation of the transactions contemplated by this Agreement, which Closing shall take place on the Closing Date.

“Closing Date” shall mean the date that is no later than three Business Days immediately following the satisfaction or waiver of all of the conditions set forth in Articles VI, VII and VIII hereof (other than those conditions that by their nature cannot be satisfied until the time of Closing, but subject to the satisfaction of such conditions), or, if necessary to comply with notice requirements under Buyer’s credit facilities, four Business Days following such satisfaction or waiver, or such other date as is mutually agreeable to Buyer and Seller, but (i) not earlier than December 28, 2012 unless otherwise mutually agreed by the Parties, and (ii) not later than the Termination Date.

“Closing Date Account Receivables” shall have the meaning set forth in Section 2.1(a)(iv).

“Closing Payment” shall have the meaning set forth in Section 2.3.

“COBRA” shall have the meaning set forth in Section 5.11.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Confidentiality Party” shall have the meaning set forth in Section 5.8(c).

“Consent” shall mean any approval, notice, consent, ratification, waiver or other authorization (including any Governmental Authorization), including those required to transfer an Acquired Asset (including the Assigned Contracts) to Buyer under the terms set forth in this Agreement.

“Consumer Claims” shall mean those demands, claims, causes of action and Actions alleged, demanded, or filed by consumers arising from the operation of Seller’s Business, without regard to the date of receipt or filing of such demand, claim or cause of action, and including claims based on acts or omissions occurring prior to the Effective Time.

“Contract” shall mean any contract, bid, proposal, understanding, agreement, Lease, engagement letter, statement of work, obligation, promise, indenture, note, bond, instrument, license, mortgage, letter of credit, guaranty, undertaking or commitment, whether written or oral, express or implied, that is legally binding, including all legally binding amendments and change orders applicable thereto.

“Credit Reporting Services” shall mean services in all cases of the types provided by Seller as of the date of this Agreement related to the ownership, collection, organization, maintenance and management of credit files (including financial, demographic, employment and marketing information) and consumer reports relating to credit for consumers in the States of North Dakota, Minnesota, Iowa, Nebraska, Kansas, Oklahoma, Missouri, Texas, Arkansas, Louisiana, Illinois, Wisconsin, Indiana, Ohio and Kentucky, and the assembly or evaluation of consumer credit information with respect to such consumers as well as the resale of credit information owned by others relating to consumers in other states for the purposes of furnishing consumer credit reports to third parties.

“Credit Services” shall mean Account Management Services, Credit Reporting Services, Customer Acquisition Services, Mortgage Credit Services, and Other Ancillary Services provided by Seller as of the date of this Agreement.

“CSC 401(k) Plan” shall have the meaning set forth in Section 5.6(b).

“Customer Acquisition Services” shall mean services in all cases of the types provided by Seller as of the date of this Agreement related to the identification of consumers meeting certain credit standards for use by third parties.

“December Financial Statements” shall have the meaning set forth in Section 5.4(c).

“Debt” shall mean with respect to any Person any indebtedness of such Person, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or other similar instruments or letters of credit (or reimbursement agreements in respect thereof) or banker’s acceptances or interest swap agreements or representing capitalized or synthetic lease obligations or the unpaid balance of the purchase price of any property, including any indebtedness of others secured by an Encumbrance on any asset of such Person (whether or not such indebtedness is assumed by such Person), or any indebtedness or financial obligation of any other Person guaranteed by such Person for which such Person or its assets is liable.

“Deductible Amount” shall have the meaning set forth in Section 11.1(d).

“Disclosure Schedules” shall mean the schedules referred to in Article III and Article IV hereof and accompanying this Agreement.

“Dispute” shall have the meaning set forth in Section 2.4(c).

“Dispute Period” shall have the meaning set forth in Section 2.4(c).

“Dispute Notice” shall have the meaning set forth in Section 2.4(c).

“Effective Time” shall mean 11:59 p.m. on the Closing Date.

“Employee” shall mean each employee of Seller.

“Employee Benefit Plan” shall mean any of the following arrangements (whether formal or informal, and whether written or unwritten) under which Seller, or any of its Affiliates, has any liability to provide benefits or compensation to or on behalf of any Employee or the spouse or dependents of any Employee:

(a) any employee benefit plan within the meaning of Section 3(3) of ERISA; and

(b) any other employment, profit-sharing, deferred compensation, incentive compensation, bonus, commission, severance pay, retention, change in control, unemployment benefit, vacation pay, savings, cafeteria, dependent care, scholarship, accident, disability, weekly income, salary continuation or other compensation or fringe benefit plan, program or agreement (but expressly excluding any stock option, stock purchase or other equity-based benefits or compensation plans (other than cash or long-term incentive plans)).

“Encumbrance” shall mean any equitable interest, lien, charge, claim, encumbrance, option, pledge, security interest, mortgage, deed of trust, tenancy or other possessory interest, conditional sale or other title retention agreement, assessment, easement, right of way, restriction, condition, covenant or limitation of any kind, including any restriction on use or building, reservation, option or right of first refusal.

“Environmental Laws” means any Legal Requirement that regulates or controls the protection of health, safety or the environment, including requirements affecting worker health and safety or the generation, use, release, handling or disposal of Hazardous Materials.

“Equifax” shall mean Equifax Inc., a Georgia corporation.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” shall mean, with respect to any entity, trade or business, any other entity, trade or business that is, or was at the relevant time, a member of a group described in Section 414(b),(c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes the first entity, trade or business, or that is, or was at the relevant time, a member of the same “controlled group” as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.

“Estimated Working Capital” shall mean the estimated Net Working Capital of Seller that Seller reasonably estimates will exist as of the close of business on the Closing Date as determined in accordance with Section 2.4.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“FCRA” shall mean the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq.

“Final Closing Date Working Capital Statement” shall have the meaning set forth in Section 2.4(b).

“Final Working Capital” shall have the meaning set forth in Section 2.4(b).

“Financial Statements” shall have the meaning set forth in Section 3.17.

“Fundamental Representations” shall mean the representations and warranties set forth in Sections 3.1 (first and third sentences), 3.2, 3.9(a), 3.13 and 3.16.

“GAAP” shall mean United States generally accepted accounting principles consistently applied by Parent throughout the periods involved. In cases where there is more than one acceptable accounting treatment under GAAP, Parent’s treatment during the applicable period shall be considered GAAP.

“Governmental Authorization” shall mean any approval, order, consent, license, permit, franchise, filing, waiver or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

“Governmental Body” shall mean any or all of the following:

- (a) nation, state, county, parish, city, town, village or district;

- (b) federal, state, local, municipal, foreign or other government;
- (c) governmental or quasi-governmental jurisdiction or authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);
- (d) multi-national organization or body; or
- (e) governmental body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

“Hazardous Materials” means any pollutant, contaminant, waste or substance that is regulated under or defined as such under any Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“including” means including without limitation.

“Indemnitee” shall have the meaning set forth in Section 10.3(a).

“Indemnitor” shall have the meaning set forth in Section 10.3(a).

“Intellectual Property” shall mean all (i) United States and foreign patents and patent applications of any kind, United States and foreign works of authorship, mask-works, copyrights, and copyright and mask work registrations and applications for registration, and any rights or licenses in the foregoing, (ii) unpatented inventions (whether or not patentable), trade secrets, know-how and proprietary information, including (in whatever form or medium), data, information, discoveries, ideas, compositions, formulas, computer programs (including source and object codes), computer software and computer software documentation, database, drawings, designs, plans, proposals, presentations, specifications, photographs, samples, models, methodologies, processes, procedures, manuals, reports, financial, marketing and business data, and pricing and cost information, correspondence and notes, and any rights or licenses in the foregoing which may be sublicensed to any Person, and (iii) trademarks, tradenames, applications for trademark registration, service marks, applications for service mark registration, domain names, registrations and applications for registrations pertaining to the foregoing, any derivations of the foregoing, and all goodwill associated therewith.

“Interim Financial Statements” shall have the meaning set forth in Section 3.17.

“Lease” shall have the meaning set forth in Section 3.10.

“Leasehold Property” shall have the meaning set forth in Section 3.10.

“Legal Requirement” shall mean any constitution, law, ordinance, principle of common law, code, rule, regulation, statute, treaty, or Order of any federal, state, local, municipal, foreign, international or multinational or other jurisdiction, or other Governmental Body or of any arbitrator, including mandatory regulations, policies, rules and guidelines of self-regulatory organizations and including all Orders, laws and rules relating to data privacy, trans-border data flow or data protection or governing the collection, use or management of personally identifiable information.

“Liability” shall mean, as to any Person, all Debts, claims, liabilities, commitments, responsibilities, loss contingencies and obligations of any kind or nature whatsoever, direct, indirect, absolute or contingent, of or against such Person, whether accrued or unaccrued, joint or several, vested or unvested, disputed or undisputed, liquidated or unliquidated, secured or unsecured, due or to become due, known or unknown, executory, determined, determinable or otherwise and whether or not actually reflected, or required to be reflected, in such Person’s financial records.

“Loss” or “Losses” shall mean any and all costs, losses, Liabilities, actions, demands, obligations (including corrective and remedial obligations), penalties, interest, damages and expenses (including the costs of investigation, costs of settlement, reasonable legal fees, expert fees and litigation expenses, whether direct or indirect, but excluding any consequential damages, lost profits or punitive damages (except to the extent such consequential, lost profits or punitive damages result from application of any statute, rule or regulation imposing the same, or to the extent that such damages are paid or payable to, or alleged, demanded or claimed by a third party)), suffered, incurred or claimed by a Person.

“Material Adverse Effect” shall mean, any change, state of facts, occurrence, development or effect that, individually or in the aggregate, has had or is reasonably likely to have, a material adverse effect on (i) the Acquired Assets or the Business (or the financial condition or results of operations of the Acquired Assets and the Business or the Assumed Obligations relating thereto), taken as a whole, or (ii) the ability of Seller or any of Seller’s Affiliates to perform its obligations under this Agreement or any Ancillary Agreement; provided, however, that none of the following shall be taken into account in determining whether there has been a “Material Adverse Effect,” and “Material Adverse Effect” shall not include, any change, development or effect to the extent resulting from (1) any change, unless such change has a materially disproportionate effect on Seller, the Business or the Acquired Assets compared to the effect on other Persons, businesses or assets, as applicable, in Seller’s industry, in (a) general United States or global economic conditions, (b) economic conditions affecting Seller’s industry generally (c) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States or (d) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (2) any change in the rates of Taxes, Legal Requirements or GAAP, or the enactment or implementation of any new Taxes, Legal Requirements or principles of GAAP, (3) the taking of any action contemplated by this Agreement and the Ancillary Agreements, (4) the effects resulting from the public announcement of this Agreement, (5) the effect of any action by Buyer or its Affiliates in violation of this Agreement with respect to the transactions contemplated by this Agreement, or (6) any adverse change in or effect on the Acquired Assets or the Business that is cured by Seller before the earlier of (x) the Closing Date and (y) the date on which this Agreement is terminated pursuant to Article XII hereof.

“Material Contracts” shall have the meaning set forth in Section 3.12.

“Mortgage Credit Services” shall mean services in all cases of the types provided by Seller as of the date of this Agreement related to the furnishing to third parties of mortgage reports (single, dual or tri-merge) and mortgage related reports based on the products (such as trade line updates, international reports, residential mortgage reports, business reports, re-scores, tax verifications, flood zone determination products and additional automated products) provided in connection with Seller’s Credit Reporting Services.

“Net Working Capital” shall mean an amount equal to (i) the sum of Seller’s current assets included in the Acquired Assets in the following balance sheet accounts (as such accounts are defined for purposes of the balance sheet in the Interim Financial Statements): Receivables, net of allowance, plus Prepaid expenses, minus (ii) the sum of Seller’s current liabilities included in the Assumed Obligations in the following balance sheet accounts (as such accounts are defined for purposes of the balance sheet in the Interim Financial Statements): Advance contracts payable, plus Accounts payable (excluding any outstanding checks included in Accounts payable), plus Accrued expenses (excluding (i) general ledger account 231130 Acc Annual Bonus, (ii) accounts 232600 through 232604 relating to franchise tax, and (iii) accounts 233209 through 233250 relating to sales and use tax), and plus Other current liabilities, determined in accordance with GAAP and the methodology used in calculating Net Working Capital set forth in Exhibit B, including the exclusions and adjustments set forth in Exhibit B.

“Non-Competition Agreement” shall have the meaning set forth in Section 9.2(b).

“Nondisclosure Agreement” shall have the meaning set forth in Section 5.8(f).

“Off-the-Shelf Software” shall mean any generally available “off-the-shelf” computer software licensed by the Business from third parties pursuant to “shrink wrap” licenses where the total fees associated with each particular program are less than \$15,000 in the aggregate.

“Open Source Software” shall mean any software, firmware, source code, object code, program, module, library, database, driver or similar component (or portion thereof) (“Software”) that meets one or more of the following criteria: (i) is subject to, distributed, transmitted, licensed or otherwise made available under any so-called “public license,” “open source license,” “free license,” “industry standard license,” intellectual property pool license” or similar license, or is otherwise publicly distributed or made generally available in source code or equivalent terms with the intention to permit the public use, modification, distribution, incorporation and/or exploitation of the Software without conveying an exclusive or proprietary interest in such licensed Software (although certain other conditions may be imposed by such license), or (ii) is subject to, distributed, transmitted, licensed or otherwise made available under any version of any of the following licenses: GNU General Public License, GNU Library or “Lesser” Public License, BSD license, MIT license, Mozilla Public License, IBM Public License, Apache Software License, Sun Industry Standards Source License, Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative.

“Operating Agreements” shall mean (i) that certain Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets dated as of August 1, 1988, among Equifax, Parent, Seller and the other parties thereto, as heretofore amended and as amended on the date hereof pursuant to that certain Amendment Extending Time among the Parties of even date herewith, and (ii) each of the other currently effective agreements among Equifax and its Affiliates, on the one hand, and Parent and its Affiliates, on the other hand, listed on Schedule 1.1(o).

“Operating Agreements Termination Agreement” shall mean the agreement to be entered into as of the Closing Date among Equifax, Parent, Seller and the other parties thereto to terminate the Operating Agreements, substantially in the form attached hereto as Exhibit E.

“Order” shall mean any award, decision, injunction, judgment, writ, decree, order, ruling, subpoena or verdict entered, issued, made, or rendered by any court, administrative agency or other Governmental Body or by any arbitrator.

“Ordinary Course of Business” shall mean an action taken by a Person if and only if such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person, excluding any activities relating to the transaction contemplated by this Agreement.

“Other Ancillary Services” shall mean services in all cases of the types provided by Seller as of the date of this Agreement related to the following product and/or service lines in each case offered by Seller as of the date of this Agreement: (a) Equity Analyzer product; (b) identification and fraud detection provided through Seller’s Instant-ID, ExpectID and ComplyID products; (c) criminal record background checks, screening, and reports, (d) resale of services relating to identification of consumers and entities appearing on OFAC lists; (e) E-Manager product; and (f) FACTA and RBP letters.

“Parent” shall mean Computer Sciences Corporation, a Nevada corporation.

“Parent Entity” shall mean Parent and each of its Subsidiaries and controlled Affiliates other than Seller.

“Parent Guarantee” shall have the meaning set forth in Section 5.16.

“Patent Applications” shall have the meaning set forth in Section 3.19(h).

“Party” shall mean one of Buyer or Seller; “Parties” shall mean Buyer and Seller.

“Performance Bonds” shall have the meaning set forth in Section 3.25.

“Permits” shall mean all licenses, permits, pending applications, consents, approvals and authorizations of or from any public or Governmental Body.

“Permitted Encumbrances” shall mean with respect to the Acquired Assets: (i) liens for current Taxes and assessments not yet due and payable, provided, however, that the only Taxes that qualify as a Permitted Encumbrance are those described in this clause (i); (ii) mechanics’, materialmen’s and similar liens arising in the Ordinary Course of Business, being contested in good faith with appropriate procedures (and reserved for on Seller’s books and records), which liens shall be paid by Seller if, upon conclusion of such contest it is determined that Seller is responsible for such liens; (iii) rights of third parties as licensor under licenses and similar agreements which are Assigned Contracts not arising as a result of any breach by Seller; (iv) rights of third parties as licensor under Off-the-Shelf Software licenses for software products that are included within any of the Acquired Assets listed on Schedule 3.19(a) not arising as a result of any breach by the Seller; (v) other liens that are not material in amount, do not secure Debt, do not interfere with the consummation of the transactions contemplated by this Agreement and do not materially and adversely affect the value or use of the property subject thereto, and (vi) liens (if any) identified on Schedule 1.1(p).

“Person” shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

“Personal Property” shall have the meaning set forth in Section 2.1(a)(iii).

“Privacy Agreements” shall have the meaning set forth in Section 3.20(c).

“Privacy Laws” shall mean any Legal Requirement related to the protection, privacy or security of personal information or other data, including Legal Requirements relating to (i) protection of personal information of individuals and consumers, (ii) implementation of data privacy policies or data security policies in effect, including relating to data loss, theft and breach notification policies, and (iii) the transfer, exchange, disclosure, sharing, use or storage of customer, user, or subscriber information, including the transfer of personal information across national borders.

“Proprietary Information” shall have the meaning set forth in Section 5.8(c).

“PTO” shall have the meaning set forth in Section 3.19(a).

“Purchase Price” shall mean \$1,000,000,000.

“Records” shall mean information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

“Representative” shall mean with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person or its Affiliates, including legal counsel, consultants, accountants, financing sources and financial advisors.

“Retained Assets” shall have the meaning set forth in Section 2.1(b).

“Retained Obligations” shall have the meaning set forth in Section 2.2(b).

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Seller” shall have the meaning set forth in the preamble.

“Seller Credit Data” means all credit reporting files of the Business, whether in Buyer or a Buyer Affiliate’s possession on the date hereof or otherwise, and all credit data, records, files and other information owned by Seller that is held or maintained on Buyer’s ACRO database system and all other credit files and information of Seller that Buyer holds pursuant to any Operating Agreement or that Buyer or Equifax has maintained for Seller.

“Seller’s Knowledge” shall mean the actual knowledge (after reasonable inquiry) of Ray August, Jim Cook, Adam Sheipe, Randy Phillips, Lisa Goldey, Louise Turilli, John Dickson, Cindy Austin, Danelle Gulley, Margaret Kerstens, Peggy Fisher, Bill Smith, Rick Frala and Karen Crump.

“Seller Obligations” shall have the meaning set forth in Section 11.4.

“Seller-Licensed Intellectual Property” shall have the meaning set forth in Section 3.19(b).

"Seller-Owned Intellectual Property" shall have the meaning set forth in Section 3.19(a).

"Seller Proprietary Information" shall have the meaning set forth in Section 5.8(a)(ii).

"Services" shall mean the services which will be provided by Parent to Buyer and its Affiliates, or by Buyer to Parent and its Affiliates, pursuant to the Transition Services Agreement; a general description of such services are identified on Exhibit A and Exhibit B to the form of Transition Services Agreement attached hereto, and, as provided in such exhibits, final, detailed schedules of such services shall be agreed to based on good faith negotiations between Parent and Buyer prior to the Closing Date and attached to the Transition Services Agreement as executed and delivered at Closing. Such services will be provided on a cost basis as defined in the schedules to the Transition Services Agreement.

"Specified FCRA Claims" shall have the meaning set forth in Section 10.4.

"Subsidiary" shall mean, with respect to any other Person, any Person controlled directly or indirectly by such Person, or any other Person of which an aggregate of 50% or more of the outstanding capital stock (or other equity interests) is, at the time, owned, directly or indirectly, by such Person.

"Taxes" shall mean (i) all taxes (including, any estimated or minimum tax), charges, fees, imposts, duties, levies, withholdings or other assessments imposed by any Governmental Body, including federal, state, local or foreign taxes, ad valorem, property, income, corporate or business organization, consumption, premium, net worth, capital stock, capital gains, recapture, disability, recording, sales, use, excise, utility, gross receipts, environmental, value added, environmental, license, stamp, withholding or backup withholding, transfer and fuel taxes, customs duties and any interest, fines, penalties, assessments or additions to tax attributable to or imposed on or with respect to any such assessment, (ii) any Liability for the payment of any amounts of the type described in clause (i), pursuant to Contract, Legal Requirement or otherwise.

"Tax Return" shall mean any report, return, declaration or other information required to be supplied to a Governmental Body in connection with Taxes, including estimated returns and reports of every kind with respect to Taxes, and any schedules or attachments thereto and amendments thereof.

"Termination Date" shall mean December 28, 2012, subject to extension to March 31, 2013 in accordance with Section 12.1(b).

"Transferred Employees" shall mean the Employees who accept offers of employment from Buyer.

"Transfer Taxes" means all sales (including bulk sales), use, value-added, documentary, stamp, gross receipts, registration, real property transfer, conveyance, excise, license, recording, transfer and other similar Taxes, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties and fees arising out of or in connection with the transactions effected pursuant to this Agreement.

“Transition Services Agreement” shall mean the Transition Services Agreement to be entered into as of the Closing Date among Parent and Buyer, substantially in the form attached hereto as Exhibit A, pursuant to which Parent will provide Services to Buyer and its Affiliates and Buyer will provide Services to Parent and its Affiliates.

“WARN Act” shall mean the Worker Adjustment and Retraining Notification Act.

“Working Capital Target Amount” shall have the meaning set forth in Section 2.4(a)(i).

ARTICLE II PURCHASE AND SALE OF ACQUIRED ASSETS

2.1 **Purchase and Sale of Acquired Assets.** At the Closing and subject to the terms and conditions of this Agreement, Seller shall sell, transfer, assign, convey and deliver to Buyer, free and clear of all Encumbrances, other than Permitted Encumbrances, and Buyer shall purchase, acquire, take assignment and delivery from Seller, of all of the right, title and interest of Seller in and to the Acquired Assets, as specified below.

(a) **Acquired Assets.** The Acquired Assets shall consist of all of the assets owned or used by Seller in the conduct of the Business (wherever located and whether or not reflected on the books and records of Seller and whether or not carried in the name of Seller), expressly excluding (i) the Retained Assets, including any assets referred to in Section 2.1(b)(xvi) to be used for Services to be provided to Buyer by Parent pursuant to the Transition Services Agreement, and (ii) any assets used by Seller in the Business that are owned or held by Buyer and provided to Seller pursuant to an Operating Agreement, but expressly including the following property, rights and interests (collectively, the “Acquired Assets”):

(i) the intangible rights and properties of Seller, including all Intellectual Property listed on Schedule 2.1(a)(i) which is held by Seller for use in connection with the Business (it being understood that, to the extent that any such Intellectual Property is Seller Licensed Intellectual Property, only such license or right shall be an Acquired Asset), all of the Seller Credit Data, all other data and information held by Seller for use in connection with the Business, whether or not maintained on Buyer’s network or system, including all data related to consumer claims or consumer disclosures, and all goodwill and going concern value of the Business, and all “800”, “888” and other toll-free and local telephone numbers of the Business;

(ii) without limiting Section 5.7(b), all Contracts of Seller relating to the Business, including those listed on Schedule 2.1(a)(ii), as such Contracts may be updated or amended after the date hereof in the Ordinary Course of Business, but specifically excluding the Operating Agreements (the “Assigned Contracts”), and all customer lists, account records and other information and documentation relating to customers or other counterparties under any Assigned Contract, together with all goodwill related to the customers or other counterparties under such Assigned Contracts;

- (iii) all equipment, fixtures, furniture, computers, terminals and other computer hardware and systems, supplies and other tangible personal property owned by Seller and used or held for use in connection with the Business, including those listed on Schedule 2.1(a)(iii) (the “Personal Property”);
- (iv) all Accounts Receivable of Seller as of the Closing Date, including Accounts Receivable owed by Buyer or any of its Affiliates to Seller, which Accounts Receivable will be reflected in the Final Closing Date Working Capital Schedule (“Closing Date Account Receivables”);
- (v) all rights to any advance payment, prepaid rentals, deposits and other prepaid expenses, rights of offset, credit and claims for refund relating to the Assigned Contracts or the Business;
- (vi) to the extent permitted by any applicable Legal Requirement, all Permits and other authorizations of Seller used or held for use in the Business;
- (vii) subject to Section 2.2(b), all warranties, indemnities, rights and claims, counterclaims, demands, lawsuits, judgments, right and causes of action of any nature (whether contingent or absolute, matured or unmatured, known or unknown, choate or inchoate, and whether in tort, contract or otherwise) against any Person, including any Encumbrances, judgments, causes of action and rights of recovery, and the right to receive and retain mail and other written communications received after the Closing Date and directly relating to the Business, the Acquired Assets and/or the Assumed Obligations (it being agreed that any mail or other written communications relating to the Retained Assets and the Retained Obligations will be promptly remitted to Parent and Seller);
- (viii) the Seller’s files, books and records (or, in Seller’s discretion, copies of any thereof) directly relating to the Acquired Assets or the Business (to the extent permitted by any Legal Requirement), including, to the extent they exist, maintenance and repair records, plans and drawings;
- (ix) to the extent in Seller’s possession or control and still in existence, all project plans, budgets, schedules, deliverables (whether complete or incomplete) and other documentation relating to past, present or future Credit Services provided by the Business;
- (x) all leases or subleases of tangible Personal Property set forth on Schedule 2.1(a)(x)(1) hereto as to which Seller is the lessor or sublessor and all leases of tangible Personal Property set forth on Schedule 2.1(a)(x)(2) hereto as to which Seller is the lessee or sublessee, in each case together with any contractual options to purchase or sell the underlying property;

(xi) all of the leases or subleases of Leasehold Property set forth on Schedule 2.1(a)(xi)(1) hereto as to which Seller is the lessor or sublessor, and all leases and subleases of real property set forth on Schedule 2.1(a)(xi)(2) hereto as to which Seller is the lessee or sublessee, in each case together with any contractual options of Seller to purchase the underlying property, and all leasehold improvements thereon owned by Seller and all other Seller rights, subleases, licenses, interests and rights appurtenant thereto or related to such leases and subleases;

(xii) all lock boxes and safe deposit boxes of Seller used in the Business;

(xiii) the proceeds of any insurance policy that is payable with respect to a Specified FCRA Claim to the extent Buyer is responsible therefor pursuant to Section 10.4; and

(xiv) except to the extent disposed of since the date of such balance sheet in the Ordinary Course of Business, all other assets, properties and rights reflected on the September 30, 2012 balance sheet contained in the Interim Financial Statements.

(b) Retained Assets. Notwithstanding anything to the contrary contained in this Section 2.1, the Parties expressly understand and agree that Seller is not agreeing hereunder to sell, assign, transfer or convey to Buyer any of the Retained Assets. The Retained Assets shall consist of the following property, rights and interests (except to the extent that any such property, rights or interests are reflected on the balance sheet contained in the Interim Financial Statements) (collectively, the "Retained Assets");

(i) any assets owned, held or used by any Parent Entity that are principally used other than in connection with the operation of the Business;

(ii) any Intellectual Property owned by or licensed to any Parent Entity, provided, however, that, for the avoidance of doubt, Retained Assets do not include any Seller-Owned Intellectual Property or any rights of Seller in or to any Seller-Licensed Intellectual Property;

(iii) any Internet Protocol Version 4 Numbers, commonly expressed as a Classless Inter-Domain Routing notation;

(iv) the corporate names "Computer Sciences Corporation", "CSC", "CSC Credit Services" and any name including such terms or any derivation thereof as well as any related tradenames, trademarks or similar items;

(v) to the extent owned or held by Seller or any Parent Entity at or prior to the Closing, cash and cash equivalents, certificates of deposit, bank or savings and loan accounts, U.S. government securities, and any other marketable securities of any kind or nature on or prior to the Closing Date;

(vi) all rights of Seller under this Agreement, the Ancillary Agreements and the transactions contemplated hereby, as well as all records prepared in connection with the sale of the Acquired Assets pursuant to this Agreement, including analyses relating to the Acquired Assets and the Business in connection with such sale (other than records prepared for or otherwise provided to Buyer in connection herewith);

(vii) without limiting Sections 13.2 and 13.3, any refunds or reimbursements with respect to Taxes relating to any period occurring prior to the Closing Date;

(viii) all accounts receivable owned by Seller but that are owed by a Parent Entity;

(ix) any rights to contribution, indemnity and/or defenses related to the ownership of the Acquired Assets or the Business prior to Closing to the extent related to the Retained Obligations or any circumstance requiring indemnification of Buyer by Seller hereunder;

(x) the minute books, stock transfer records and similar corporate records of Seller;

(xi) the financial, accounting, payroll and similar records and systems owned by a Parent Entity;

(xii) all Employee Benefit Plans and any related trust or assets thereof;

(xiii) any rights under any deferred compensation, equity award plan, or other agreement between a Parent Entity, on the one hand, and any Transferred Employee on the other hand;

(xiv) customer relationships to the extent involving the sale or provision by a Parent Entity of non-Business products and services to any customer of Seller;

(xv) all insurance policies and rights thereunder, except to the extent expressly provided in Section 2.1(a)(xiii);

(xvi) any assets owned, leased or licensed by a Parent Entity which are used to provide Services to Buyer pursuant to the Transition Services Agreement;

(xvii) all defenses related to the Retained Obligations;

(xviii) any Seller data to the extent already embedded within any systems of any Parent Entity, provided that such data is not used in violation of the Noncompetition Agreement or this Agreement; and

(xix) the assets (if any) listed on Schedule 2.1(b)(xix).

2.2 Assumed Obligations and Retained Obligations.

(a) Assumed Obligations. Upon the terms and subject to the conditions of this Agreement, at and after the Effective Time, Buyer shall assume and discharge as and when due all of the following obligations and Liabilities of Seller and the Business, but excluding the Retained Obligations (collectively, the “Assumed Obligations”):

- (i) all obligations and Liabilities of Seller for performance or non-performance under the Assigned Contracts or to otherwise timely fulfill the contractual commitments related to, and operating expenses associated with, the Assigned Contracts, but excluding any obligations or Liabilities arising from a breach of or default under any Assigned Contract by Seller or any of its Affiliates at or prior to the Closing, all of which shall be Retained Obligations;
- (ii) all accounts payable, including all accounts payable owed to Buyer or any of its Affiliates by Seller, and other current liabilities of Seller relating to the Business as of the Closing Date, in each case solely to the extent reflected on the Final Closing Date Working Capital Statement;
- (iii) any obligations attributable to Buyer to the extent specified in Section 5.6;
- (iv) the obligations set forth in Section 10.4 with respect to Specified FRCA Claims; and
- (v) any Taxes that are prorated to Buyer pursuant to Section 13.3 and Buyer’s portion of any Transfer Taxes pursuant to Section 13.2

Except as expressly set forth in this Section 2.2(a), and without limiting Sections 10.4, 13.2 and 13.3, Buyer shall not assume any Liabilities of Seller or any Parent Entity to the extent that they arise out of or relate to the ownership, use or operation of the Acquired Assets or the Business on or prior to the Closing, or any facts, circumstances or conditions existing, initiated or occurring on or prior to the Closing Date. The assumption by Buyer of the Assumed Obligations, and the assignment thereof by Seller, shall in no way expand the rights or remedies of any third party against Buyer or its Affiliates as compared to the rights and remedies that such third party would have had against Seller or any of its Affiliates had Buyer not assumed such Liabilities.

(b) Retained Obligations. Seller shall retain, from and after the Closing, all Liabilities and obligations existing with respect to Seller, the Acquired Assets and the Business immediately prior to the Effective Time, other than the Assumed Obligations (collectively, the “Retained Obligations”). “Retained Obligations” shall include all Liabilities and obligations based upon, arising out of or resulting from any of the following:

(i) except to the extent specified in Section 5.6, all obligations relating to the Transferred Employees arising or accruing prior to the Effective Time (including all accrued wages, vacation pay, commissions, severance payments, required contributions, payments under retention agreements, and related payroll obligations), together with any claims by any Employee or former Employee of Seller arising out of the employment or termination of employment of such Employee or former Employee by Seller, including all obligations in respect of Employee Benefit Plans; and all obligations relating to the former Employees (including all wages, vacation pay, required contributions and related payroll obligations and all obligations in respect of Employee Benefit Plans, all current or potential withdrawal liability with respect to any multiemployer plan (as defined in Section 3(37) or 4001(a)(3) of ERISA) or any defined benefit plan (as defined in Section 3(35) of ERISA) to which Seller or any of its ERISA Affiliates contribute, and all current or potential Liability relating to or under any pension plan of Seller that is underfunded), and any claims relating to a violation of any Legal Requirement relating to employment or employment practices by Seller prior to the Closing Date; provided, however, that Seller shall have no obligations or responsibilities under the WARN Act or otherwise, with respect to the termination of any Transferred Employees by Buyer or under any employee benefit plan or arrangement sponsored, maintained or contributed to by Buyer or its Affiliates;

(ii) any Taxes of Seller or any Affiliate of Seller and any Taxes attributable to the Acquired Assets or the Business for any period prior to the Effective Time, but subject to Buyer's agreement to pay any Taxes that are prorated to Buyer pursuant to Section 13.3 and Buyer's portion of any Transfer Taxes pursuant to Section 13.2;

(iii) the Action set forth on Schedule 2.2(b)(iii) and, without limiting Section 10.4 but subject to Buyer's obligations under Section 10.4 with respect to Specified FCRA Claims, all other Consumer Claims, including all costs, attorneys' fees, expenses, damages, settlements, obligations, and Liabilities incurred in connection with the defense and resolution thereof; and

(iv) all intercompany payables of Seller and any other debt or Liabilities or obligations of Seller to a Parent Entity, including under any Contract of Seller with any Parent Entity.

2.3 **Purchase Price.** At the Closing, Buyer shall pay Seller the Purchase Price, as adjusted pursuant to Section 2.4(a) and Section 2.5 (such amount, the "Closing Payment"), as consideration for the purchase of the Acquired Assets, as set forth in this Section 2.3. The Closing Payment shall be payable to Seller at Closing by wire transfer of immediately available funds to a bank account or accounts specified by Seller at least four Business Days prior to the Closing.

2.4 **Working Capital Adjustment.**

(a) **Estimated Working Capital.** At least five Business Days prior to the Closing Date, Seller shall deliver to Buyer Seller's determination of the Estimated Working Capital. At the request of Buyer, representatives of Seller shall be available to answer questions with respect to the determination of the Estimated Working Capital. Seller and Buyer shall cooperate in good faith to resolve any disputes with respect to the Estimated Working Capital. At Closing:

(i) if the Estimated Working Capital is less than \$12,273,000 (the "**Working Capital Target Amount**"), the Closing Payment shall be reduced by an amount equal to such deficiency;

(ii) if the Estimated Working Capital exceeds the Working Capital Target Amount, the Closing Payment shall be increased by an amount equal to such excess; and

(iii) if the Estimated Working Capital equals the Working Capital Target Amount, the Closing Payment shall not be adjusted.

(b) **Final Closing Date Working Capital Statement.** As soon as practicable, and in any event within 90 days after the Closing Date, Buyer shall prepare, or shall cause to be prepared, and deliver to Seller and Parent, a statement of carve-out current assets and current liabilities reflecting the Acquired Assets (and no other assets of Seller) and the Assumed Obligations (and no other liabilities of Seller) determined as of the Effective Time (the "**Final Closing Date Working Capital Statement**") prepared in accordance with GAAP applied on a basis consistent with that used in the preparation of the Financial Statements and in a manner consistent with **Exhibit B**. The Final Closing Date Working Capital Statement shall be accompanied by Buyer's calculation of each component of the amount of the Net Working Capital as of the Closing Date (the "**Final Working Capital**"). The Final Working Capital shall be determined in accordance with the methodology set forth in **Exhibit B**. During the 30-Business Day period from and after delivery of the Final Closing Date Working Capital Statement, Buyer shall permit Seller and Parent and their accountants to review, during normal business hours and upon reasonable advance written notice, the relevant portions of work papers and other documents that are reasonably necessary for Seller's and Parent's review of Buyer's calculation of the Final Working Capital.

(c) **Disputes Regarding Final Closing Date Working Capital Statement.** Seller shall have 30 Business Days after the date Buyer delivers the Final Closing Date Working Capital Statement (the "**Dispute Period**") to dispute any of the elements of, or amounts reflected on, the Final Closing Date Working Capital Statement and affecting the calculation of the Final Working Capital (a "**Dispute**"). If Seller does not give written notice to Buyer of a Dispute (a "**Dispute Notice**") within the Dispute Period, the Final Closing Date Working Capital Statement shall be deemed accepted and agreed to by Seller in the form in which it was delivered, and the Final Working Capital set forth therein shall be final and binding upon the parties hereto. If Seller has a Dispute, Seller shall deliver to Buyer a Dispute Notice within the Dispute Period, setting forth, in reasonable detail, the elements and amounts with which it disagrees and the reasons therefor. During the 30-day period following delivery of the Dispute Notice, Buyer and Seller shall use commercially reasonable efforts in good faith to resolve the Dispute and agree in writing upon the final content of the disputed Final Closing Date Working Capital Statement. If Buyer and Seller agree as to the content of the Final Closing Date Working Capital Statement within such 30-day period, the Final Working Capital as so agreed shall be final and binding upon the Parties.

(d) Dispute Resolution. If Buyer and Seller are unable to resolve any Dispute within the 30-day period after Seller delivers a Dispute Notice, Buyer and Seller shall jointly engage the Houston, Texas office of BDO Seidman LLP (the “Arbitrating Accountant”) as arbitrator to promptly resolve any Disputes under the Final Closing Date Working Capital Statement, or if such firm declines, such other nationally recognized accounting firm as is reasonably acceptable to the Parties. In connection with the resolution of any Dispute, the Arbitrating Accountant shall have access to all documents, records, work papers, facilities and personnel necessary to perform its function as arbitrator. The Arbitrating Accountant’s function shall be to conform the Final Closing Date Working Capital Statement and the Final Working Capital to the requirements of this Section 2.4. The Arbitrating Accountant shall allow Buyer and Seller (or Parent) to present their respective positions regarding the Dispute. The Arbitrating Accountant may, at its discretion, conduct a conference concerning the Dispute, at which conference each of Buyer and Seller (or Parent) shall have the right to present additional documents, materials and other information and to have present its advisors, counsel and accountants. In connection with such process, there shall be no other hearings or any oral examinations, testimony, depositions, discovery or other similar proceedings. The Arbitrating Accountant shall thereafter promptly render its decision (based solely on the presentations by the Buyer and Seller and not by independent review, and in accordance with GAAP applied on a basis consistent with that used in the preparation of the Financial Statements and in a manner consistent with Exhibit B) only on the items in dispute and shall render a written report as to the Arbitrating Accountant’s resolution of such disputed items, including reasons for such resolution(s), and finalize the Final Closing Date Working Capital Statement. For purposes of the Arbitrating Accountant’s determination, the amounts to be included shall be the appropriate amounts from the Final Closing Date Working Capital Statement with respect to items that are not in dispute, and the amounts determined by the Arbitrating Accountant, with respect to items that are submitted for resolution by the Arbitrating Accountant. In resolving any disputed item, the Arbitrating Accountant may not assign a value to such item greater than the greatest value for such item claimed by either party in the Final Closing Date Working Capital Statement or Dispute Notice or less than the lowest value for such item claimed by either party in the Final Closing Date Working Capital Statement or Dispute Notice. Such written determination shall be final and binding upon the Parties, and judgment may be entered on the award. Upon the resolution of all Disputes, the Final Closing Date Working Capital Statement shall be revised to reflect the resolution and the Net Working Capital amount set forth thereon and shall be treated as the Final Working Capital. The fees and expenses of the Arbitrating Accountant shall be allocated between Seller and Buyer so that Seller’s share of such fees and expenses shall be equal to the product of (i) the aggregate amount of such fees and expenses, multiplied by (ii) a fraction, the numerator of which is the amount in dispute that is ultimately unsuccessfully disputed by Seller, and the denominator of which is the total value in dispute. The date on which the Final Working Capital is finally determined pursuant to this Section 2.4 shall hereinafter be referred to as the “Adjustment Settlement Date.”

(e) Final Working Capital Adjustment.

- (i) If the Final Working Capital Amount is greater than the Estimated Working Capital, then Buyer shall pay to Seller the amount of such excess;
- (ii) If the Final Working Capital Amount is less than the Estimated Working Capital, then Seller shall pay to Buyer an amount equal to such difference; or
- (iii) If the Final Working Capital Amount is equal to the Estimated Working Capital Amount, then no adjustment shall be made.

Any payments required under this Section 2.4(e) shall be effected within two Business Days after the Adjustment Settlement Date by wire transfer of immediately available funds to a bank account or accounts specified by the receiving Party.

2.5 **Employee Adjustment.** The Purchase Price shall be adjusted downward at Closing by an amount equal to the product of (i) \$1,000 multiplied by (ii) the number of Employees that, as of the date on which Seller delivers to Buyer its determination of the Estimated Working Capital pursuant to Section 2.4(a), Seller employs in the job categories described on Schedule 2.5. Seller shall deliver to Buyer concurrently with delivery of its determination of the Estimated Working Capital a list of all such Employees, which shall be used for determining the adjustment provided for in this Section 2.5.

2.6 **Allocation of Purchase Price.** Seller and Buyer shall use good faith efforts to attempt to reach agreement on the allocation of the applicable portion of the Purchase Price and other relevant items (including, for example, adjustments to the Purchase Price) among the Acquired Assets, including goodwill and other assets, within 90 days of the Closing Date, in accordance with Section 1060 of the Code and the Treasury regulations promulgated thereunder and any comparable provision of state, local or foreign law, as appropriate (the "Allocation"). If Seller and Buyer reach a timely agreement regarding the Allocation, (a) such Allocation shall be binding on the Parties, (b) the Parties shall prepare and timely file all applicable federal and state income Tax forms (including Internal Revenue Service Form 8594) in a manner consistent with the Allocation, cooperate with each other in the preparation of such forms, and furnish each other with a copy of the final version of Form 8594 within a reasonable period before the filing date thereof, and (c) except as otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code (or any comparable provision of any state, local or foreign law), none of the Parties shall take, and each shall cause its Affiliates not to take, a position inconsistent with the Allocation on any Tax Return (including any forms required to be filed pursuant to Section 1060 of the Code), or otherwise. The Parties recognize that the Allocation will not include Buyer's acquisition expenses or Seller's selling expenses, and Seller and Buyer will unilaterally allocate such expenses appropriately. If the Parties are unable to reach a timely agreement regarding the Allocation, each party shall be entitled to adopt its own position regarding the Allocation.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

3 . 1 **Organization, Standing and Power.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas. Seller is duly qualified to do business and is in good standing in all jurisdictions in which the nature of its business or the ownership of its properties or both makes such qualification necessary, except where the failure to be so qualified or licensed would not reasonably be expected to result in a Material Adverse Effect. Seller has the requisite power and authority to own, lease, operate and transfer its assets, including the Acquired Assets, and to conduct the Business as currently conducted. Seller does not have any Subsidiaries. Correct and complete copies of the charter and bylaws of Seller, each as amended and in effect, have been made available to Buyer and its Representatives.

3 . 2 **Authority for Agreement.** Seller and each of its Affiliates that is a party to any Ancillary Agreement have all corporate power and authority to enter into this Agreement and such Ancillary Agreements and to carry out the transactions contemplated hereby and thereby, and their obligations hereunder and thereunder. The execution and delivery of this Agreement by Seller and the execution and delivery of any Ancillary Agreement by Seller and its Affiliates that are a party thereto, the performance of Seller and its Affiliates of their obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action, and do not and will not directly or indirectly contravene or conflict with any provisions of the charter, bylaws or similar organizational documents of Seller and its Affiliates that are a party to such agreements, as applicable. No further action on the part of Seller or any of its Affiliates is necessary to authorize this Agreement or any Ancillary Agreement and the transactions contemplated hereby or thereby. The officer executing this Agreement or any Ancillary Agreement on behalf of Seller or any of its Affiliates has been duly authorized by all required corporate or other action to execute this Agreement or such Ancillary Agreement and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Seller and Parent and (assuming the valid authorization, execution, and delivery of this Agreement by Buyer) is a valid and binding obligation of Seller and Parent, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Legal Requirements generally affecting the enforcement of creditors' rights.

3 . 3 **Consents and Approvals.** Except for filings required under the HSR Act or as set forth on Schedule 3.3, and except for filings of applications for Permits relating to the ownership or operation of the Business and the Acquired Assets required to be made by Buyer to replace non-assignable Permits of Seller, no notice to, Consent of, or filing with any Governmental Body or other Person is required for the execution or delivery of this Agreement by Seller or Parent or for the performance of Seller's or Parent's obligations hereunder or the consummation of the transactions contemplated hereby.

3.4 **No Breach.** Except as set forth on Schedule 3.4, the execution and delivery of this Agreement or any Ancillary Agreement by Seller or any of its Affiliates, the performance by Seller or any such Affiliate of its obligations hereunder or under any Ancillary Agreement and the consummation of the transactions contemplated hereby and thereby do not and will not, directly or indirectly, contravene or conflict, directly or indirectly, with or result in a breach or violation of any provision of, constitute a default or an event which with notice or passage of time or both would constitute a default under, or give rise to a right of termination, cancellation, or acceleration of indebtedness under, (i) any Material Contract to which Seller or any such Affiliate is a party or by which the Acquired Assets may be bound or which would result in the creation of an Encumbrance on any Acquired Asset; (ii) any material Legal Requirement, Order or Permit applicable to Seller, any such Affiliate or the Acquired Assets, or give any Governmental Body or other Person the right to challenge any of the transactions contemplated hereby or to exercise any remedy or obtain any relief under, any Legal Requirement to which Seller or any of the Acquired Assets may be subject, or (iii) the charter, bylaws or other organizational or governing document of Seller or any such Affiliates.

3.5 **Accounts Receivable.** Other than Accounts Receivable payable to Seller by Buyer or as reflected in appropriate reserves reflected in the Final Closing Date Working Capital Statement: (i) all Closing Date Accounts Receivable will represent amounts validly due and collectable in full in the Ordinary Course of Business, (ii) all Closing Date Accounts Receivable will have arisen from arms-length transactions with bona fide third parties for the sale of products and services actually sold or performed, and (iii) no account debtor on a Closing Date Account Receivable will have asserted in writing any setoff, counterclaim, deduction, dispute or defense with respect to such Closing Date Accounts Receivables; provided, however, Seller does not make any representations or warranties regarding, and shall bear no responsibility for, Accounts Receivable payable to Seller by Buyer or its Affiliates.

3.6 **Compliance with Legal Requirements.** Since January 1, 2011, Seller (a) has not received any written notice of any material violation of any Legal Requirement and (b) has been in compliance in all material respects with all Legal Requirements, in each case applicable to the operation of the Acquired Assets or the Business.

3.7 **Litigation.** Schedule 3.7 sets forth a listing of all pending, and to Seller's Knowledge, threatened Actions at law or in equity, against Seller or relating to the operation of the Acquired Assets or the Business. There are no Actions at law or in equity pending, or to Seller's Knowledge threatened, against Seller or any of its Affiliates that would materially affect the ability of Seller to perform its obligations under this Agreement. Except as set forth on Schedule 3.7, there are no outstanding Orders against Seller, the Business or any Acquired Asset. Seller has made or will make available to Buyer prior to Closing copies of all pleadings and other material correspondence relating to any item listed on Schedule 3.7.

3.8 **Environmental Matters.** The Acquired Assets and the Business have been and are operated by Seller in compliance with all applicable Environmental Laws. The operation of the Business and the use of the Acquired Assets by Seller has not involved the generation, use, storage, release or disposal of Hazardous Materials, except for minor amounts customarily used in comparable commercial real estate and except in compliance with applicable Environmental Laws. To Seller's Knowledge, there are no conditions or circumstances that may create liability for Buyer in respect of the Business or Acquired Assets under any Environmental Laws after the Closing. Seller has not received any written notice of claims, investigations, or other inquiries from any Person relating to Environmental Laws and the operation of the Acquired Assets or the Business. Seller does not operate or maintain and has not operated or maintained any underground storage tanks, asbestos containing materials or septic tanks.

3.9 **Acquired Assets.**

(a) Seller has good and complete title to all owned Acquired Assets, or good and valid right to use under lease or license all other Acquired Assets, in each case free and clear of all Encumbrances, except for Permitted Encumbrances.

(b) All of the Acquired Assets that constitute Personal Property have been properly maintained, are in good operating condition and repair, ordinary wear and tear excepted, and are suitable for their intended use in the Ordinary Course of Business.

(c) The Acquired Assets, when coupled with the Retained Assets, the assets to be provided by Parent to Buyer after the Closing pursuant to the Transition Services Agreement, and any assets used by Seller in the Business that are owned or held by Buyer and provided to Seller pursuant to an Operating Agreement, are sufficient for the operation of the Business (as conducted by Seller as of the date of this Agreement), and include all material assets owned or used by Seller in the conduct of the Business. Seller is not engaged in any businesses except the Business.

3.10 **Real Property.** Seller does not own any real property. Schedule 3.10 lists of all leasehold interests of Seller in or to real property (each, a "Lease" and, collectively, the "Leasehold Property"), in each case held by Seller, as applicable, free and clear of all Encumbrances (other than Permitted Encumbrances). The Leasehold Property constitutes all real properties currently used or occupied by Seller in connection with the Business. There are no pending or, to the Knowledge of Seller, threatened condemnation proceedings or other Actions relating to the Leasehold Property. Except as set forth on Schedule 3.10, other than Seller, there are no parties in possession or parties having any rights to occupy any of the Leasehold Property and Seller does not share any real property or space in any improvements on real property with any of Seller's Affiliates.

3.11 **Permits.** Seller (i) maintains, with respect to the Business and the Acquired Assets, all Permits materially necessary in connection with the ownership or operation thereof, a list of which is set forth on Schedule 3.11, and (ii) since January 1, 2011, (A) Seller has complied in all material respects with all conditions and requirements imposed by such Permits, and (B) has not received any written notice that any Governmental Body intends to cancel, terminate or suspend any of such Permits.

3.12 **Contracts.**

(a) Schedule 3.12 lists all of the following Contracts (other than Employee Benefit Plans and the Operating Agreements) in force that relate to the Business and the Acquired Assets to which Seller is a party or a beneficiary (collectively, the “Material Contracts”):

- (i) Leases;
- (ii) capital or operating leases or conditional sales agreements;
- (iii) joint development agreements;
- (iv) Intellectual Property license agreements or royalty agreements, whether Seller is the licensor or licensee thereunder, except Off-the-Shelf Software licenses;
- (v) confidentiality and non-disclosure agreements (whether Seller is the beneficiary or the obligated party thereunder) entered into on or after January 1, 2011, other than those entered into in the Ordinary Course of Business;
- (vi) customer orders, services or sales contracts under which the customer is to make a payment or under which the Business is required to perform after the Closing Date, in each case either (a) with any customer listed on Schedule 3.21, or (b) with an annual contract value in excess of \$1,000,000, or (c) in which Seller has granted “most favored nation” or other preferential pricing provisions or marketing, performance, distribution, exclusivity or territory rights;
- (vii) distributor, sales agency, sales representative and bureau agreements or similar agreements, in each case with an annual contract value in excess of \$250,000;
- (viii) other Contracts for the purchase of products or for the receipt of information or services by Seller in each case with an annual contract value in excess of \$250,000, or Contracts involving future expenditures or Liabilities with an annual contract value in excess of \$250,000, or in which Seller has agreed to purchase a minimum quantity of goods or services or has agreed to purchase goods or services exclusively from a certain party;
- (ix) Contracts or commitments relating to commission or revenue sharing arrangements with others;
- (x) Contracts containing covenants limiting the freedom of Seller or the Business to engage in any line of business or to compete with any Person, or covenants which purport to be binding on or require compliance by Affiliates of Seller;

(xi) Contracts for Debt, or Contracts entered into other than in the Ordinary Course of Business which require Seller to indemnify, hold harmless or guarantee the obligations of any other Person; and

(xii) employment, consulting or other labor agreement, other than retention, separation or similar agreements.

(b) Schedule 2.1(a)(ii) lists all of the Assigned Contracts. The Assigned Contracts include all existing Contracts relating to the Business and the Acquired Assets to which Seller is a party, excluding any Contract relating to any agreements (including any intercompany agreements between Seller and one or more of its Affiliates) that will be retained by Seller or cancelled at the Closing and excluding the Operating Agreements, which will be cancelled at Closing. Seller has made available to Buyer correct and complete copies of all Material Contracts, including all currently effective amendments, extensions, renewals and modifications thereto (subject to certain redactions in certain cases), and Seller has made available to Buyer a representative copy of its standard form of customer Contract and reseller Contract. Except as set forth on Schedule 3.12(b), all of the Material Contracts are in full force and effect and binding upon Seller in accordance with their terms and, to the best of Seller's Knowledge, the other parties thereto in accordance with their terms. None of the Material Contracts has been terminated, except as set forth on Schedule 3.12(b), nor has current written notice of termination been given to Seller with respect to any of the Material Contracts, and except as set forth in Schedule 3.12(b), there exists no material breach or material default (or event, circumstance or condition, that with the giving of notice or the lapse of time, or both, would constitute a material breach or material default) on the part of Seller, or to Seller's Knowledge, on the part of any other party, under any Material Contract. Except as set forth on Schedule 3.4, no Consent of any Person is required to assign any of the Material Contracts to Buyer and no right to terminate or rescind any Material Contract will be triggered by such assignment, the entrance into this Agreement or the consummation of the transactions contemplated hereby.

3.13 **Taxes**

(a) Except as set forth on Schedule 3.13(a):

(i) Seller has duly and timely filed all Tax Returns required to be filed by it under any Legal Requirement. All such Tax Returns were correct and complete in all material respects in all cases where the non-filing or late filing of such Tax Returns could result in an Encumbrance on the Acquired Assets or in liability to the Buyer as a transferee of or successor to the Acquired Assets. Seller has provided to Buyer correct and complete copies of all Tax Returns relating to sales and use Taxes filed by Seller in the prior three years. All Taxes due and payable by Seller relating to the Business (whether or not shown on any Tax Return) have been paid in all cases where the nonpayment or underpayment of such Taxes could result in an Encumbrance on the Acquired Assets or in liability to the Buyer as a transferee of or successor to the Acquired Assets.

(ii) All Taxes that Seller is or was required by Law to withhold or collect, to the extent the failure to withhold and/or collect such Taxes could result in an Encumbrance on the Acquired Assets or in liability to the Buyer as a transferee of or successor to the Acquired Assets, have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Body or other Person or, if not paid, have been appropriately reserved.

(iii) There exists no proposed Tax assessment or other proposed adjustment for Taxes against Seller for Taxes relating to the Business which, if not satisfied or resolved, could result in an Encumbrance on the Acquired Assets or in liability to the Buyer as a transferee of or successor to the Acquired Assets.

(iv) There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable or Taxes being contested in good faith) on any of the Acquired Assets.

(v) Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to an assessment or deficiency for Taxes the nonpayment or underpayment of which could result in an Encumbrance on the Acquired Assets or in liability to the Buyer as a transferee of or successor to the Acquired Assets.

(vi) Seller has not, nor has Parent on behalf of Seller, entered into any agreements with any federal, state, local or foreign taxing authorities, including any Tax abatement or Tax credit agreements, relating to Taxes with respect to the Business or the Acquired Assets which would be binding on the Buyer or its Affiliates.

(b) No claim has ever been made by a Governmental Body in any jurisdiction within or outside the United States where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction as a result of Seller's operation, ownership or use of the Acquired Assets or the Business.

(c) None of the Acquired Assets constitute "tax exempt use property" with the meaning of Section 168(h) of the Code.

(d) Seller has recorded no reserves for Tax liabilities for financial accounting purposes due to (i) possible nexus in a jurisdiction in the United States in which Seller has not filed Tax Returns as a result of Seller's operation, ownership or use of the Acquired Assets or the Business; or (ii) possible permanent establishment in a jurisdiction outside the United States in which Seller has not filed Tax Returns as a result of Seller's operation, ownership or use of the Acquired Assets or the Business.

(e) Seller is not a foreign person within the meaning of Section 1445 of the Code.

3.14 **Absence of Certain Changes.** Except as set forth in Schedule 3.14, since September 30, 2012:

- (a) Seller has conducted the Business only in the Ordinary Course of Business;
- (b) Seller has not permitted or allowed any of the Acquired Assets to be subjected to any Encumbrances, except for Permitted Encumbrances, not otherwise disclosed in the Disclosure Schedules;
- (c) Seller has not sold, transferred, or otherwise disposed of any assets used in the Business other than in the Ordinary Course of Business;
- (d) Seller has not changed its methods of accounting;
- (e) Seller has not committed or agreed to do any of the foregoing; and
- (f) Seller has not suffered any occurrence which has or could reasonably be expected to have a Material Adverse Effect.

3.15 **Employees and Employee Benefit Plans.**

- (a) Schedule 3.15(a) sets forth a list of all current Employees of Seller, including their position, location of employment, compensation and hire date and credited period with Seller for purposes of determining measurements of eligibility, waiting periods and vacation allowances, as applicable.
- (b) Schedule 3.15(b) sets forth a complete and correct list of all Employee Benefit Plans maintained or contributed to by Seller or its Affiliates in respect of or for the benefit of the Employees. Seller has provided to Buyer copies and/or descriptions of each Employee Benefit Plan of the Seller.
- (c) To Seller's Knowledge, none of Seller's Employees are represented by a labor union or labor organization and there are no threatened or contemplated attempts by such Employees to organize for collective bargaining purposes, and to Seller's Knowledge no labor organization, collective bargaining representative, or group of employees claims to represent any Employee.
- (d) There are no organized labor strikes, disputes, slowdowns or stoppages, or collective bargaining or unfair labor practice claims pending or, to Seller's Knowledge, threatened against or affecting Seller with respect to the Employees. Seller is not a party to a collective bargaining agreement or other similar Contract relating to the Employees. All Employees of Seller are employed on an at-will basis.

(e) Schedule 3.15(e) sets forth a list of each Employee Benefit Plan that covers any Employee that is intended to meet the qualification requirements of Section 401(a) of the Code. Each such plan has received a determination, opinion or advisory letter from the Internal Revenue Service to the effect that such plans and the related trusts are qualified and exempt from U.S. federal income taxes under Sections 401(a) and 501(a) of the Code, respectively, and nothing has occurred that would reasonably be expected to adversely affect the qualification of such plans or related trusts.

(f) Except for certain retention payments due to certain Employees on the Closing Date, which are payable by Parent, and other than with respect to any Employee who does not accept employment from Buyer, neither the execution and delivery of this Agreement nor the consummation of the contemplated transactions could, either alone or in combination with another event, (i) entitle any Employee to any separation, severance, termination or similar benefits or any increase in severance pay, or (ii) accelerate the time of payment or vesting, or increase the amount of compensation due to any such Employee.

(g) Schedule 3.15(g) identifies all former Employees of Seller who have suffered an employment loss within the meaning of the WARN Act within the past 90 days. Since January 1, 2011, Seller has not suffered a “mass layoff” or “plant closing” at any Seller facility (as such terms are defined in the WARN Act).

3.16 **Brokerage Fees.** Except as set forth in Schedule 3.16, no Person acting on behalf of Seller is entitled to any brokerage or finder’s fee or commission in connection with the transactions contemplated by this Agreement.

3.17 **Financial Statements.**

(a) Attached as Schedule 3.17(a) are (i) the carve-out balance sheet of the Seller as of September 30, 2012, together with the carve-out statements of income, comprehensive income, equity and cash flows of the Seller for the six month period ended September 30, 2012, which have been reviewed by Deloitte & Touche (the “Auditor”) and (ii) the audited statements of income, comprehensive income, equity and cash flows of Seller for the fiscal year ended March 31, 2012 and balance sheet of Seller as of March 31, 2012, together with the audit opinion thereon of the Auditor (such statements, the “Financial Statements”). The Financial Statements have been prepared in accordance with GAAP (except as otherwise indicated on Schedule 3.17(a)), and present fairly, in all material respects, the financial position of the Seller and the results of its operations in accordance with GAAP as of and for the dates and periods identified in the Financial Statements, each of which is subject to the limitations and qualifications set forth therein and in the notes, presentation qualifications and assumptions thereto, except that the Interim Financial Statements are subject to normal fiscal year-end adjustments and accruals in connection with the preparation of annual audited financial statements, none of which would be material; provided, however, that Seller makes no representation concerning the audit and review process of Auditor or its audit opinion. The Financial Statements have been prepared in a manner meeting the requirements of Regulation S-X promulgated by the Securities and Exchange Commission, and are suitable for inclusion in a Current Report on Form 8-K filing with the Securities and Exchange Commission, provided such Current Report is filed prior to the date on which the Financial Statements are no longer deemed current under the applicable rules and regulations promulgated by the Securities and Exchange Commission, provided, however, that Seller makes no representation concerning the audit or review process of Auditor or its audit opinion.

(b) With respect to the periods covered by the Financial Statements and based on the materiality standards applied by Seller in connection with the Financial Statements, the books and records of Seller (i) are accurate and complete in all material respects, (ii) are stated in reasonable detail and accurately reflect the transactions and dispositions of the assets of Seller in connection with the Business in all material respects, and (iii) accurately reflect in all material respects the basis for the Financial Statements.

(c) Parent and its Subsidiaries maintain, within the materiality standards and criteria applied by Parent, systems of internal controls over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded assets are compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

3.18 **Intercompany Agreements.** Except for compensation or benefits paid or payable in the Ordinary Course of Business by Seller to employees of Seller or otherwise disclosed pursuant to Section 3.15, Schedule 3.18 sets forth all Contracts or agreements between Seller, on the one hand, and any Affiliate, officer or director of Seller or any officer or director (or person with an equivalent position) of any Affiliate of Seller, on the other hand, in effect since January 1, 2011.

3.19 **Intellectual Property.**

(a) Schedule 3.19(a) hereto contains a correct and complete list of (i) all Intellectual Property owned by Seller (excluding the Retained Assets, the "Seller-Owned Intellectual Property") that is a patent or patent application, registered copyright or application therefor, or registered trademark or application therefor, including the applicable filing or registration number, the jurisdiction in which the filing was made or from which the registration was issued, the date of filing and issuance, and the names of all inventors, applicants, registrants or assignees, (ii) any Action other than Actions issued by a patent, trademark, or copyright office in conjunction with prosecution of a patent, copyright registration or trademark registration, or applications therefor, pending as of the date hereof before any court or tribunal (including the United States Patent and Trademark Office (the "PTO") or equivalent authority anywhere in the world) related to any of the Seller-Owned Intellectual Property, and (iii) software (other than Off-the Shelf Software and excluding any software owned or licensed by a Parent Entity and used by Seller) that is owned or licensed by Seller. A correct and complete copy of all material documentation relating to each item of Seller-Owned Intellectual Property has been made available to Buyer, except as otherwise set forth thereon. Except as disclosed in Schedule 3.19(a), with respect to each item of Seller-Owned Intellectual Property, Seller is the sole owner thereof and possesses all right, title and interest in and to such item of Seller-Owned Intellectual Property, free and clear of any Encumbrances other than Permitted Encumbrances. To Seller's Knowledge, all Seller-Owned Intellectual Property is valid and subsisting. Schedule 3.19(a) sets forth a list of all trademarks, tradenames, logos, service marks and domain names that are owned by a Parent Entity and used in the Business.

(b) Schedule 3.12(b) lists all licenses pursuant to which any Intellectual Property is licensed to Seller or Intellectual Property licensed to a Parent Entity and used by Seller pursuant to the terms thereof (“Seller-Licensed Intellectual Property”), including licenses from any Parent Entity to Seller and including all other inbound licenses (other than Off-the-Shelf Software). Seller has made available to Buyer copies of all licenses, as amended, listed on Schedule 3.12(a)(iv). Except as set forth on Schedule 3.12, all such licenses (other than Intellectual Property licensed to a Parent Entity, which will not be transferred to Buyer) are freely transferable to Buyer at no expense to Buyer. Other than Seller-Licensed Intellectual Property, neither Seller nor any of its Affiliates or any of their respective Representatives is obligated under any Contract to make any royalty or license payment or other similar type of payment in connection with the sale of any of its products or services in the Business or obligated under any Contract to use any other Person’s Intellectual Property in connection with the Business. To Seller’s Knowledge, Seller is not in breach of any license for Seller-Licensed Intellectual Property, and Seller has not received any written notice of breach of any such license, nor, to Seller’s Knowledge, does there exist any event or circumstance, with the giving of notice or passing of time, that would result in an event of default or breach by Seller under any such license.

(c) To the Seller’s Knowledge, to the extent that any Intellectual Property owned by Seller for use in the conduct of the Business (other than Intellectual Property licensed by Seller) has been developed, created, conceived or reduced to practice by any employee, consultant or independent contractor of Seller for the benefit of Seller, such Person has executed an agreement under which all rights, title and ownership in and to such Intellectual Property are assigned to Seller and no such Person has any rights with respect thereto. Seller generally requires employees, consultants and independent contractors of Seller to execute proprietary information, confidentiality and invention and copyright assignment agreements, and, to Seller’s Knowledge, all current Employees, consultants and independent contractors of Seller have executed such an agreement.

(d) Except as set forth in Schedule 3.19(d), Seller-Owned Intellectual Property and Seller-Licensed Intellectual Property constitute all the material Intellectual Property used in the conduct of the Business (other than Off-the-Shelf Software).

(e) Except as disclosed on Schedule 3.19(c) and the licensing of data and software in the Ordinary Course of Business, Seller has not licensed, transferred or otherwise granted or authorized any Person any rights to the Seller-Owned Intellectual Property.

(f) To Seller's Knowledge, since January 1, 2011, the Business has not been operated in a manner that infringes or misappropriates, conflicts with or violates any Intellectual Property rights of (i) any Parent Entity, or (ii) any other Person (and Seller has received no written notice claiming any such infringement or misappropriation). To Seller's Knowledge, no Person is infringing upon, misappropriating, or otherwise violating the rights to the Seller Owned Intellectual Property or Seller-Licensed Intellectual Property. The representations in this Section 3.19(e) shall not apply with respect to circumstances where the Buyer's conduct, actions, policies or directives have caused or contributed to such infringement, misappropriation or violation.

(g) Except with respect to Off-the-Shelf Software and licenses set forth on Schedule 3.12(a)(iv), neither the Seller nor its Affiliates have (i) transferred ownership of or granted (and is not obligated to grant) any license of or other right to use any Intellectual Property that is Seller-Owned Intellectual Property, to any other Person, or (ii) authorized any other Person to retain any right to use any Intellectual Property that is Seller-Owned Intellectual Property.

(h) If and to the extent that any Patent Applications exist and are listed on Schedule 3.19(h), to Seller's Knowledge, (i) Seller has complied with the duty of candor and disclosure to the PTO and any relevant foreign patent office with respect to all patent applications filed by or on behalf of Seller (the "Patent Applications") and has made no material misrepresentation in the Patent Applications, (ii) there is no information material to a determination of patentability regarding any Patent Application that has not been cited to the PTO in accordance with 37 C.F.R. 1.56. To Seller's Knowledge there is no information not in front of the PTO that would preclude the grant of a patent for the Patent Applications or render any such patent unenforceable, (iii) there is no information that would preclude Seller from having clear title to the Patent Applications and to the patents which have issued or which may issue therefrom, and (iv) all printed publications, patent references and other prior art material to the patentability of the inventions claimed in the Patent Applications required to be disclosed to patent offices have been disclosed to such patent offices.

(i) Except with respect to Seller Credit Data or other confidential information of Seller that is held or maintained by Buyer, Seller has taken commercially reasonable steps to protect and maintain its rights in confidential information and trade secrets relating to the Business. Where and when required by any of its customers, as set forth in their respective customer Contracts with Seller, Seller has taken in all material respects any and all contractually obligated measures to ensure the segregation of (i) data provided by such customer, (ii) work product developed by Seller for such customer, or (iii) other Intellectual Property, for which, for purposes of subclause (i) and (ii), the rights are vested in such customer, whether by contract or otherwise.

(j) Neither this Agreement nor any Ancillary Agreement, nor any transactions contemplated by this Agreement or any Ancillary Agreement, will result in the grant of any right or license with respect to the Seller-Owned Intellectual Property to any Person (other than Buyer) pursuant to any Contract to which Seller is a party or by which any of its assets and properties are bound. Following the transactions contemplated by this Agreement and the Ancillary Agreements, Buyer will be permitted to exercise all rights it has under all such Contracts to the same extent as Seller would have been able to exercise the same had the transaction not occurred, without payment of any additional amount or consideration other than ongoing fees, royalties or payments that Seller would otherwise have been required to pay.

(k) Except as disclosed on Schedule 3.19(k), to Seller's Knowledge, no Open Source Software is incorporated (either directly by Seller, or indirectly, by the incorporation of third party software that itself incorporates Open Source Software) into or distributed with any Seller products, technology or services and no product, technology or service of Seller is intermingled or bundled with or otherwise derived from or contains part of any Open Source Software or uses or links to any libraries or routines that constitute Open Source Software. To Seller's Knowledge, except as disclosed on Schedule 3.19(k), any Open Source Software used by Seller in connection with the Business is used in compliance with all material licenses applicable to such Open Source Software.

(l) To Seller's Knowledge, no internally developed product, system, program or software module designed or developed for or sold, licensed or otherwise made available by the Business to any Person, contains any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other software routines or hardware components or any other code intentionally designed or intended to have any of the following functions: (i) disrupting, disabling, harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) maliciously damaging or destroying any data or file without the user's consent.

3.20 **Security; Privacy Policies; Data Use.**

(a) Other than the Consumer Claims identified on Schedule 3.7, there are no pending or, to Seller's Knowledge, threatened, Actions against Seller, or any of its Affiliates relating to the Business, by any Person alleging a violation of such Person's privacy, personal or confidentiality rights. To Seller's Knowledge, other than the ongoing efforts of the Consumer Financial Protection Bureau with respect to consumer reporting agencies, including Seller and Buyer, no investigation relating to the privacy or data security practices of Seller or the Business is being conducted by any Governmental Body.

(b) Seller has implemented and maintains a commercially reasonable security plan for the Business which complies in all material respects with applicable Legal Requirements and is designed to (i) identify internal and external risks to the security of the confidential information maintained by Seller, including personal information included in the Seller Credit Data; (ii) implement, monitor and provide adequate and effective administrative, electronic and physical safeguards to control those risks; and (iii) maintain notification procedures in compliance with applicable Legal Requirements in the case of any breach of security compromising personal information. Since January 1, 2011, Seller has not experienced any material breach of security or other unauthorized access by third parties or any employees, consultants or contractors, to any personal information or other material confidential information in Seller's possession, custody or control

(c) Seller has provided or made available to Buyer copies of all Privacy Agreements, to the extent current. "Privacy Agreement" shall mean all Seller data privacy and security policies, all audits of the security practices of Seller, privacy statements, privacy policies, and privacy and other agreements regarding the collection and use of personal information, including any such policies, statements or agreements applicable to its customers, consumers, employees and Persons with whom it may, directly or indirectly, interact electronically through a website or otherwise.

(d) Seller is and since January 1, 2011 has been in compliance in all material respects with all applicable Privacy Laws and Privacy Agreements relating to the Business.

(e) Seller has in effect Privacy Agreements for relevant Affiliate, supplier or other third party arrangements involving the collection, use, storage and processing of personal information provided by or to or controlled by Seller. To Seller's Knowledge, Seller has not, directly or indirectly, collected, received or used any personal information in violation of any Contract or Privacy Agreement.

(f) All data present in the databases and compilations of information used in the Business by Seller has been collected and maintained in material compliance with applicable Privacy Agreements and other Contracts. To Seller's Knowledge, each third party providing personal information to Seller has the right to provide such personal information under applicable Legal Requirements and such third party's Privacy Agreements. The use of such data in the conduct of the Business as currently conducted, does not violate in any material respect any applicable Privacy Agreement or other Contract.

3.21 **Customers and Suppliers.** Schedule 3.21 sets forth a list of the 25 largest customers and 20 largest suppliers (including licensors) of the Business calculated according to revenue generated or amounts paid during the 12 month period ended September 30, 2012. Except as set forth on Schedule 3.21, as of the date of this Agreement, to Seller's Knowledge there are no outstanding disputes with any customer or supplier listed on Schedule 3.21 and, to Seller's Knowledge, no such customer or supplier has indicated to Seller its intention not to continue to do business with or to reduce the amount of such business with Seller (including by way of not exercising any option or renewal, or failing to continue to place orders) or otherwise materially change the terms of its relationship with Seller.

3.22 **Insurance.** Schedule 3.22(a) sets forth a complete and correct list of all insurance policies and coverages thereunder of any kind currently in force with respect to the Business or any Acquired Asset, including programs of self-insurance and insurance covering employee benefit plans or other insurance relating to employees. Schedule 3.22(b) lists and describes (other than Consumer Claims disclosed on Schedule 3.7) (i) all claims filed by Seller with its insurers since January 1, 2011 and (ii) all occurrences which, to the Knowledge of Seller, are expected to or are reasonably likely to form the basis for a material claim by or on behalf of Seller under any such policy. Seller is in material compliance with all obligations under its insurance policies to provide notice of any Specified FCRA Claim necessary to preserve any applicable coverage with respect thereto.

3.23 **Certain Payments.** Since January 1, 2011, neither Seller nor any of its directors, officers or employees has directly or indirectly: (a) made any bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property or services in violation of any Legal Requirement of any jurisdiction, including the Foreign Corrupt Practices Act, or in violation of the policies of, or any fiduciary duties owed to, any customer, vendor or other Person doing business with Seller or the Business; (b) established or maintained any fund or asset that has not been recorded in the books and records of Seller relating to the Business; (c) violated, breached or failed to comply with any Legal Requirement pertaining to export controls or trade embargoes, including applicable regulations of the United States Department of Commerce and United States Department of State and the Office of Foreign Assets Control of the United States Department of Treasury (including the International Traffic in Arms Regulations), or (d) violated the antiboycott prohibitions contained in 50 U.S.C. §§ 2401 et seq., or taken any action that can be penalized under Section 999 of the Code.

3.24 **Bank Accounts; Lock Boxes.** Set forth on Schedule 3.24 is a correct and complete list of all banks or other financial institutions with which Seller (or an Affiliate of Seller to the extent that funds of Seller are directly deposited or received from customers or clients of the Business therein, or directly paid or sent to suppliers of the Business therefrom, or otherwise used or accessed directly by Employees) has an account or maintains a lock box or safe deposit box in connection with the Business, showing the type and number of each such account, lock box and safe deposit box and, for those accounts, lock boxes and safe deposit boxes of Seller, the names of persons authorized as signatories thereon or to act or deal in connection therewith.

3.25 **Performance Bonds.** Schedule 3.25 sets forth (i) all letters of credit, performance, surety, indemnity, payment, nonperformance or similar bonds, bank guarantees, Parent guarantees, and other credit support instruments issued by or on behalf of, or for the account or for the benefit of, Seller (such instruments, collectively, the "Performance Bonds"), (ii) the amount of each such Performance Bond, the Person issuing each such Performance Bond, and any relevant identification number, and (iii) the beneficiary and other parties to the transactions involved thereunder. Schedule 3.25 sets forth all Assigned Contracts pursuant to which Seller has made any deposit or other similar advance payment and the amount of any such deposit.

3.26 **No Other Representations or Warranties.** Except for the representations and warranties of Seller expressly set forth in this Agreement (as modified by the Disclosure Schedules), or any representations and warranties of Seller, Parent and/or an officer of Seller that are expressly set forth in any Closing certificate, Closing affidavit or Ancillary Agreement expressly delivered at the Closing pursuant to Sections 9.3(d), (e), (f), (g) or (i), neither Seller nor any other person acting on its behalf makes or has made any other express or implied representation or warranty on behalf of Seller with respect to the transactions contemplated by this Agreement. SUCH REPRESENTATIONS AND WARRANTIES MADE BY SELLER WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES SELLER MIGHT HAVE GIVEN BUYER WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. Buyer acknowledges that all other warranties that Seller, Parent or anyone purporting to represent Seller gave or might have given, or which might be provided or implied by applicable Legal Requirement or commercial practice are hereby expressly excluded. Buyer acknowledges that, except as set forth in this Agreement (as modified by the Disclosure Schedules) or any Closing certificate, Closing affidavit or Ancillary Agreement expressly delivered at Closing pursuant Sections 9.3(d), (e), (f), (g) or (i), neither Seller, Parent nor any other Person purporting to represent Seller will have or be subject to any liability or indemnification obligation to Buyer or its Affiliates resulting from the distribution, communication or furnishing to Buyer (whether in written or oral form), or use by Buyer, of any information, documents, projections, forecasts or other material made available to Buyer, confidential information memoranda or management interviews and presentations made available to Buyer in expectation of the transactions contemplated by this Agreement (but expressly excluding the information contained within this Agreement or the Disclosure Schedules). Seller does not make any representations or warranties to Buyer regarding the probable success or future profitability of the Business.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the date hereof and as of the Closing, as follows:

4.1 **Organization, Standing and Power.** Buyer is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Georgia, and is duly qualified to do business and is in good standing in all jurisdictions in which the nature of its business or the ownership of its properties or both makes such qualification necessary.

4 . 2 **Authority for Agreement.** Buyer and each of its Affiliates that is a party to any Ancillary Agreement have all limited liability company or corporate, as applicable, power and authority to enter into this Agreement and such Ancillary Agreements and to carry out the transactions contemplated hereby and thereby, and its obligations hereunder and thereunder. The execution and delivery of this Agreement by Buyer and the execution and delivery of any Ancillary Agreement by Buyer and its Affiliates a party thereto, the performance of Buyer and its Affiliates of their obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary limited liability company or corporate action, and do not and will not directly or indirectly contravene or conflict with any provisions of the organizational documents of Buyer, or any organizational documents of any of Buyer's Affiliates. No further action on the part of Buyer or any of its Affiliates is necessary to authorize this Agreement or any Ancillary Agreement and the transactions contemplated hereby or thereby. The officer executing this Agreement and each Ancillary Agreement on behalf of Buyer or any of its Affiliates has been duly authorized by the board of directors (or similar governing body) of Buyer or such Affiliate to execute this Agreement and each Ancillary Agreement and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Buyer and Equifax and (assuming the valid authorization, execution and delivery of this Agreement by Seller and Parent) is a valid and binding obligation of each of Buyer and Equifax, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Legal Requirements generally affecting the enforcement of creditors' rights.

4 . 3 **Absence of Breach; Consents and Approvals.** Except for filings required under the HSR Act or as set forth on Schedule 4.3, no notice to, or approval or Consent of, or filing with, any third party or Governmental Body is required for the execution or delivery of this Agreement by Buyer or for the performance of its obligations hereunder or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby will not, result in a breach or violation of any provision of, constitute a default, or an event which with notice or passage of time or both would constitute a default under, or give rise to a right of termination, cancellation, or acceleration of indebtedness under, any material Contract or any material Legal Requirement to which Buyer is a party or by which it or its property is bound, or give any Governmental Body or other Person the right to challenge any of the transactions contemplated hereby or to exercise any remedy or obtain any relief under any Legal Requirement to which Buyer may be subject.

4.4 **Claims, Litigation.** There is no Action, at law or in equity, pending, or to Buyer's Knowledge, threatened against Buyer or any of its Affiliates which would materially affect Buyer's ability to perform its obligations under this Agreement.

4.5 **Financing.** Buyer (directly or through its Affiliates) has, and will have as of the Closing Date, sufficient funds with which to pay the Purchase Price, together with all fees and expenses incurred by or on its behalf in connection with the transactions contemplated by this Agreement. Buyer acknowledges that it shall not be a condition to the obligations of Buyer to consummate the transactions contemplated hereby that it have sufficient financial resources for payment of the Purchase Price.

4 . 6 **Brokerage Fees.** Except as set forth in Schedule 4.6, no Person acting on behalf of Buyer is entitled to any brokerage or finder's fee or commission in connection with the transactions contemplated by this Agreement.

ARTICLE V
ADDITIONAL AGREEMENTS

5.1 **Actions Prior to Closing.** Except as set forth in Schedule 5.1, Seller shall operate the Acquired Assets and the Business prior to the Closing only in the Ordinary Course of Business.

- (a) Without limiting the generality of the foregoing, between the date hereof and the Effective Time, Seller shall:
 - (i) pay all accounts payable of the Business when and as due in the Ordinary Course of Business;
 - (ii) use its commercially reasonable efforts in the Ordinary Course of Business and in all material respects to preserve intact the Acquired Assets and the goodwill of the Business, the continued services of the employees of Business, and the current relationships of the Business with its customers, suppliers and others with significant and recurring business dealings with the Business;
 - (iii) maintain all Contracts that will be "Assigned Contracts" in the Ordinary Course of Business;
 - (iv) maintain its existence and good standing in its jurisdiction of organization and in each jurisdiction in which the character of the properties owned, operated or leased, or the nature of the activities of Seller, makes such qualification necessary, except where the failure to do so would not result in a Material Adverse Effect;
 - (v) maintain the books and records of the Business in the Ordinary Course of Business and consistent with past practices; and
 - (vi) use its commercially reasonable efforts to comply in all material respects with all Legal Requirements applicable to Seller and the Business
- (b) Between the date hereof and the Effective Time, Seller shall not, without the prior written consent of Buyer, undertake any of the following actions:
 - (i) enter into any new Contract binding any material portion of the Acquired Assets subsequent to the Closing or, other than in the Ordinary Course of Business, materially extend, release, relinquish, amend or modify any Assigned Contract;
 - (ii) other than in the Ordinary Course of Business, enter into any new customer Contract for the provision of services or enter into any new Contract that would constitute a Material Contract;

- (iii) permit or allow any of the Acquired Assets to be subjected to any Encumbrances, except for Permitted Encumbrances;
- (iv) other than in the Ordinary Course of Business, sell, transfer, or otherwise dispose of all or any portion of the Acquired Assets, or mortgage, pledge or otherwise encumber or license the use of any Acquired Asset;
- (v) subject to the right of Parent or its Affiliates to make modifications to Employee Benefit Plans (a) make any material change to any existing agreements with any Employees, except for changes made in the Ordinary Course of Business (b) increase in any manner the rate of compensation of any of the Employees, or make any accrual for or commitment or agreement to make or pay the same, other than normal scheduled increases using standards consistent with past practice in the Ordinary Course of Business, or (c) pay or agree to pay any bonus, pension, retirement allowance, severance or other employee benefit not required or permitted by any Employee Benefit Plan or Contract existing on the date hereof or in the Ordinary Course of Business;
- (vi) directly or indirectly (or permit any Parent Entity directly or indirectly to) offer or solicit any Employee to seek or accept a position with any Parent Entity, or transfer any Employee to or hire any Employee for any position with any Parent Entity;
- (vii) make any material change to its accounting procedures or practices or its financial structure;
- (viii) take any action to accelerate the generation or collection of revenues beyond the level that would result from operations in the Ordinary Course of Business or take any action the taking of which, or omit to take any action the omission of which, would cause any of the representations and warranties herein to fail to be true and correct in all material respects as though made at and as of the date of such action or omission;
- (ix) enter into any collective bargaining agreement covering any of the Employees;
- (x) other than in the Ordinary Course of Business, settle any material Action related to an Assumed Obligation or knowingly waive any right of material value relating to the Acquired Assets;
- (xi) make any write down of Acquired Assets or write off as uncollectible any Accounts Receivable, except in the Ordinary Course of Business;
- (xii) enter into any lease or sublease for real property (as lessor or lessee);

(xiii) assume, guarantee, endorse (other than endorsements for deposit or collection in the Ordinary Course of Business), or otherwise become responsible for obligations of any other Person, other than in the Ordinary Course of Business; or

(xiv) agree or commit to do any of the foregoing.

5.2 **Further Assurances.** Buyer and Seller agree:

(a) until the Closing, Buyer and Seller shall use their commercially reasonable good faith efforts to perform and fulfill all conditions and obligations to be fulfilled or performed by them hereunder, to the end that the transactions contemplated hereby will be fully and timely consummated;

(b) if any event should occur, within the knowledge and control of such Party, that would prevent fulfillment of the conditions to the obligations of any Party hereto to consummate the transactions contemplated by this Agreement that are to be satisfied by such Party, to use its or their reasonable efforts to cure the same as expeditiously as possible; and

(c) to execute and deliver such documents or instruments, in form reasonably acceptable to the Party requesting the same and its counsel, as may be reasonably necessary to carry out and/or to comply with the terms of this Agreement and the transactions contemplated herein.

5.3 **Access.** From and after the date hereof and through the Closing Date, Seller shall give Buyer and Buyer's Representatives reasonable access, upon reasonable notice and at mutually agreeable times, to (i) the Acquired Assets, the Business and Seller's executive management team, and (ii) through Seller's executive management team, other Employees, in order that Buyer may have the opportunity to make such examination and investigation as it may reasonably request, including for purposes of qualifying, making offers to, and processing of Employees who satisfy Buyer's employment requirements and pre-hiring process as provided in Section 5.6. Buyer's access shall not unreasonably interfere with Seller's continuing operation of the Business and shall be subject to Seller's customary safety and security policies. Seller shall furnish Buyer's Representatives during such period with such information in Seller's possession or control as such Representatives may reasonably request concerning the Acquired Assets and the Business; provided however, that Buyer and Buyer's Representatives shall hold the documents and information concerning Seller, the Acquired Assets and the Business confidential in accordance with Section 5.8 hereof.

5.4 **Keeping of Books and Records; Financial Statements**

(a) From and after the date hereof and through the Closing Date, Seller shall keep records and books of account with respect to the Business and the Acquired Assets consistent with Seller's past practice.

(b) Without limiting any other obligation hereunder, through the ninetieth day following the Closing Date, Seller shall and shall cause its Affiliates to, and shall request the Auditor to, provide Equifax and its Representatives such customary and reasonable information, documents and assistance as is reasonably requested by Equifax in connection with the preparation of any filings under the Securities Act or the Exchange Act to the extent such filings relate to the Business or Seller, including in the preparation of pro forma financial statements that reflect the effect of the acquisition by Buyer of the Business with respect to the historical accounting periods reflected in the Financial Statements (and, if applicable, the December Financial Statements), and in connection with Equifax's arrangement at or prior to the Closing of any senior note offering or other financing by Equifax in connection with its funding of Buyer's purchase of the Acquired Assets hereunder (it being understood that such financing is not a condition to such Closing), and Seller shall use its commercially reasonable efforts to secure from the Auditor its review of Seller's carve-out financial statements for the quarter ended March 31, 2012 currently in progress on the schedule agreed by the Auditor, and subsequently to have the Auditor provide a customary "comfort letter" in connection with a senior note offering by Equifax. In connection with Equifax's valuation of certain intangibles included in the Acquired Assets, Seller shall also provide reasonable assistance to Equifax and any third party appraiser Equifax retains to provide such valuation, to the extent of information reasonably within the possession or control of Seller and to the extent that such valuation is reasonably required to be conducted or commenced prior to the Closing. Buyer agrees to reimburse Seller for any fees of the Auditor or other third party fees or expenses reasonably incurred by Seller or its Affiliates in connection with providing assistance pursuant to this Section 5.4(b). Any assistance provided by Seller or an Affiliate thereof shall be provided during normal working hours on Business Days. Neither Seller nor any of its Affiliates shall be responsible for the failure of Auditor to complete its review of the financial statements for the quarter ended March 31, 2012 or to provide any "comfort letter" on any financial statements.

(c) If the Termination Date is extended pursuant to Section 12.1(b), and if the Parties reasonably determine that the Closing will or may occur after February 1, 2013, then on a date to be mutually agreed on by the Parties, Seller shall commence preparation of an unaudited carve out balance sheet of the Seller as of December 31, 2012, together with unaudited carve-out statements of income, comprehensive income, equity and cash flows of the Seller for the nine month period ended December 31, 2012 (collectively, the "December Financial Statements"), and shall engage the Auditor (or such other independent accounting firm as the Parties may agree) to conduct a review of such carve-out financial statements. The December Financial Statements shall be prepared in accordance with GAAP and present fairly, in all material respects, the financial position of the Business and the results of its operations in accordance with GAAP as of and for the dates and periods identified in the December Financial Statements, subject to the limitations and qualifications set forth therein and in the notes, presentation qualifications and assumptions thereto, and except that the December Financial Statements are subject to normal fiscal year-end adjustments and accruals in connection with the preparation of annual audited financial statements, none of which will be material, and shall be prepared in a manner meeting the requirements of Regulation S-X promulgated by the Securities and Exchange Commission, and shall be suitable for inclusion in a Current Report on Form 8-K filing with the Securities and Exchange Commission, provided such Current Report is filed prior to the date on which the December Financial Statements are no longer deemed current under the applicable rules and regulations promulgated by the Securities and Exchange Commission. The costs and expenses associated with the engagement of the Auditor (or such other independent accounting firm as the Parties may agree), to review the December Financial Statements as well as the preparation of the December Financial Statements shall be borne equally by Seller and Buyer. The December Financial Statements shall be prepared by Seller as soon as reasonably practicable following the commencement of the preparation thereof. The Auditor's engagement letter in connection with its review of the December Financial Statements will specify the timing of the completion of the Auditor's review thereof, which shall be specified in consultation among Seller, Buyer and the Auditor. Neither Seller nor any of its Affiliates shall be responsible for the failure of Auditor (or such other accounting firm as the Parties may agree) to complete its review of the December Financial Statements.

5.5 **Litigation.** From and after the date hereof and through the Closing Date, Seller shall promptly notify Buyer of any Actions relating to the Business or any Acquired Asset, or to Seller in connection with the Business or any Acquired Asset, that are served on Seller or, to Seller's Knowledge, threatened or anticipated against or by Seller.

5.6 **Employees.**

(a) At the time of Closing, Buyer shall, subject to such Employees satisfying Buyer's standard employment requirements and pre-hiring process to the extent Buyer determines to apply the same prior to Closing, (i) offer employment to each actively at work Employee, and specifically including any Employees on leave under the Family and Medical Leave Act of 1993, effective as of the Closing Date in a role with a level of responsibility and with compensation levels (including base salary and target bonus) which, when taken as a whole, are at least reasonably comparable to the aggregate levels each Employee had in effect with Seller as of the date of this Agreement, and (ii) effective as of the first day of the month coincident with or following the Closing Date, provide to each Transferred Employee employment benefits (other than any defined benefit pension plan benefits, deferred compensation plan benefits, severance benefits and any equity compensation benefits) that are either (A) reasonably comparable in the aggregate to those benefits provided to newly hired employees of Buyer in comparable positions, which benefits shall include medical coverage, or (B) reasonably comparable in the aggregate to those benefits received by the applicable Employee from Seller immediately prior to the Effective Time, but excluding any enhancements to such benefits made after the date hereof. The Transferred Employees shall continue to participate in Seller's Employee Benefit Plans identified on Schedule 5.6(a)(i) through the last day of the calendar month in which the Closing occurs (or if earlier, the date the Transferred Employee terminates employment with Buyer and its Affiliates), and Buyer shall reimburse Seller for the cost of such continued participation, in accordance with the terms and conditions set forth in Schedule 5.6(a)(ii). Prior to the Closing Seller will use commercially reasonable efforts to obtain confirmation from The Hartford that after the Closing The Hartford will honor the conversion rights of each Transferred Employee and covered dependents applicable to terminated Employees and their dependents under Seller's supplemental, dependent and spousal life and AD&D insurance policy and will not terminate such policy during the applicable conversion period following Closing.

(b) If Buyer terminates any Transferred Employee within 90 days following the Closing Date other than for cause, Buyer shall provide such Transferred Employee with severance benefits no less than the benefits that would be provided under Seller's Reduction in Force policy effective June 19, 2012. Nothing in this Agreement limits the rights of Buyer or any of its Affiliates to eliminate or change the conditions of employment, including the amendment or termination of any benefit plans, for any reason as Buyer may, in its sole discretion, unilaterally determine. Seller shall be responsible for termination of any existing employment agreements, severance payments, pension or other employment and employee benefit plan obligations related to past service for all Employees, whether or not offered employment by Buyer. Seller shall prior to the Closing provide Buyer with a schedule of all former Employees who have suffered an employment loss within the meaning of the WARN Act at any time on or within the ninety (90) days prior to the Closing Date. Seller shall be responsible for any obligations under the WARN Act with respect to any employment by Seller or failure by Seller to employ or continue to employ any Employees through the Closing Date or with respect to the failure of any Employee to receive an offer of employment from Buyer because such Employee failed to satisfy Buyer's standard employment requirements and pre-hiring process. Buyer shall be responsible for any obligations under the WARN Act with respect to any failure by Buyer to offer employment to any Employee who satisfied Buyer's standard employment requirements and pre-hiring process (a "Qualified Employee") and any failure to continue to employ any Transferred Employees following the Closing Date (including, if applicable, for WARN Act obligations applicable to Employees terminated by Seller on or before the Closing Date and identified in writing to Buyer on or before the Closing Date to the extent Buyer's failure to offer employment to Qualified Employees or failure to continue to employ Transferred Employees results in such WARN Act obligation for such Seller-terminated Employee); provided, that if Buyer determines that an event would trigger obligations arising under the WARN Act, or any similar foreign, state or local Legal Requirement relative to any plant closing or mass layoff (or similar triggering event) within sixty (60) days following the Closing Date, Seller shall, at Buyer's request and at Buyer's expense, provide notices to all employees required to be provided under the WARN Act (or any similar Legal Requirement), in a form approved by and as directed by Buyer.

(c) Buyer agrees that in connection with its employment of any such Transferred Employees, Buyer shall: (i) give full credit for years of service with Seller or its predecessors for purposes of (A) eligibility to participate in and vesting under Buyer's 401(k) plan and (B) determining seniority and other terms and conditions of employment, termination and severance, including vacation but excluding any grandfathered benefits requiring employment as of a date prior to the Closing Date, and (ii) will apply prior period(s) of health insurance coverage toward satisfaction of Buyer's pre-existing conditions limitations upon submission of Certificate(s) of Creditable Coverage, as permitted under the Health Insurance Portability and Accountability Act of 1996. If, for any reason the Closing Date occurs after December 31, 2012, to the extent permissible under Buyer's plans, (i) Buyer shall cause all previously met medical and dental plan deductibles incurred under Seller's medical and dental plans during the calendar year in which the Closing Date occurs to be applied toward Buyer's preferred access medical plan and Buyer's dental plan deductibles for such calendar year, and (ii) previous out-of-pocket medical expenses met under Seller's plan during the calendar year in which the Closing Date occurs will apply toward Buyer's out-of-pocket protection maximums for such calendar year. From the date hereof until the Closing, Seller shall provide Buyer with reasonable access to the Employees during normal business hours upon reasonable notice. Such access shall be in accordance with applicable Legal Requirements and for the purpose of interviewing such persons and establishing the satisfaction of Buyer's standard employment requirements and pre-hiring process, to the extent Buyer determines to apply the same prior to Closing. Buyer and Seller shall consult with each other regarding communication with the Employees in an effort to minimize any adverse impact on the Business. Nothing in this Agreement shall confer upon any Employee any right with respect to employment by Buyer. Notwithstanding the foregoing references to "Buyer", it is agreed by Seller and Buyer that the obligation of Buyer to offer employment in accordance with the terms and conditions described in this Section 5.6 can be satisfied by Buyer or any other Affiliate or Affiliates of Buyer, as determined in the sole discretion of Buyer, and if satisfied by one or more Affiliates of Buyer, all references to Buyer includes such Affiliates.

(d) As of the date of this Agreement, Employees participate in the defined contribution plan listed on Schedule 5.6(d) (the "CSC 401(k) Plan"). Prior to the Closing, the Sellers shall amend the CSC 401(k) Plan and take any other action necessary so that the account balances of the Employees shall be fully vested and may, at the election of each such Employee made within 30 days of the Closing Date, be transferred to a tax qualified defined contribution plan maintained by Buyer or one of its Affiliates. Buyer shall take all necessary action so that a tax qualified defined contribution plan maintained by Buyer accepts the transfer of such account balances in cash (excluding loans) of the electing Employees.

5.7 Consents.

(a) Required Consents. For any Assigned Contract or Permit the transfer of which would require a Consent, Seller shall use commercially reasonable efforts, and Buyer shall provide commercially reasonable cooperation to Seller, to obtain all Consents required to effect assignment thereof to Buyer as of the Closing Date. If Seller is unable to obtain the requisite Consent to assignment of any Assigned Contract or Permit prior to the Closing Date and the Closing is consummated, Seller shall continue to use its commercially reasonable and necessary actions, and Buyer shall continue to provide commercially reasonable cooperation to Seller, required to (i) assign to Buyer such Assigned Contract or Permit or (ii) to facilitate the replacement of such Assigned Contract with a new contract entered into directly between Buyer and the applicable third party, in each case as soon as reasonably practicable. For the avoidance of doubt, only the Consents to the Contracts set forth on Schedule 5.7 shall be conditions to Closing.

(b) Contracts Without Consent. If any Consent required to effect assignment of an Assigned Contract to Buyer without breach or violation thereof is not obtained prior to the Closing Date, without limiting the terms of Section 5.7(a) with respect to the Assigned Contract to which the Consent relates, such Assigned Contract shall not be deemed assigned to Buyer at Closing to the extent necessary to avoid such breach or violation, and pending obtaining the Consent to such assignment, the Parties shall use their respective commercially reasonable efforts to implement a reasonable arrangement designed to afford to Buyer all of the economic and operational benefits and burdens of the affected Assigned Contract (but only such economic and operational benefits and burdens). Such arrangement may involve Seller's involvement as the named party to the applicable Assigned Contract in dealing with the counterparty to such Assigned Contract on behalf of Buyer on a "pass-through" basis to facilitate Buyer obtaining such benefits. Upon obtaining the required Consent to assignment of any Contract, the applicable Contract shall be deemed automatically assigned to and assumed by Buyer. Buyer and Seller shall execute and deliver such further documents and instruments as either may reasonably request to evidence such assignment and assumption.

(c) Governmental Filings. Buyer and Seller hereby covenant and agree to use commercially reasonable efforts to obtain the approval of any Governmental Body necessary to consummate the transactions contemplated hereby, including using commercially reasonable efforts to resolve any objection, inquiry or investigation asserted by any Governmental Body under any antitrust law with respect to the transactions contemplated hereby, if any. Buyer and Seller shall each keep the other apprised of the status of matters relating to the completion of the transactions contemplated hereby and work cooperatively in connection with obtaining any consents from Governmental Bodies, including (i) promptly notifying the other parties of any material communications from or with any Governmental Body with respect to the transactions contemplated by this Agreement, and (ii) furnishing the other parties with such necessary information and reasonable assistance as the other parties may reasonably request in connection with its preparation of necessary filings or submissions of information to any Governmental Body, in each case, with respect to the transactions contemplated by this Agreement. Buyer and Seller shall each pay one-half of the filing fees relating to any filings made under the HSR Act in connection with the transactions contemplated hereby. Nothing contained in this Section 5.7(c), or in any other provision of this Agreement (including Section 8.1) shall require Buyer or any of its Affiliates to agree to any conditions or limitations on any asset, business or property of Buyer or any of its Affiliates, on any asset, business or property of which Buyer or any of its Affiliates has or hereafter has an unconsummated Contract to acquire or to transfer or on the Acquired Assets, or agree to divest, hold separately, or take any other action with respect to any asset, business or property.

5.8 **Confidentiality.**

(a) **Buyer Confidentiality.**

(i) From and after the date hereof, except as required by applicable Legal Requirements or permitted by Section 5.3, neither Buyer, nor any of its Affiliates or their Representatives shall, at any time, make use of, divulge or otherwise disclose, directly or indirectly, any Seller Proprietary Information. For the avoidance of doubt, the confidentiality obligations of Buyer under the Nondisclosure Agreement shall continue to apply to all information of Seller to the extent provided therein, whether or not such information is Seller Proprietary Information, prior to the Closing.

(ii) For the purposes of this Section 5.8(a), "**Seller Proprietary Information**" means any and all information regarding Seller, not relating to the Acquired Assets and the Business, together with all information relating to assets other than the Acquired Assets or the Retained Obligations under this Agreement, which has not been or is not generally made available to the public by Seller prior to the Closing Date.

(b) **Seller Confidentiality.**

(i) From and after the Closing, Seller will not, and Seller will cause its Affiliates and its and their Representatives not to, directly or indirectly, use or disclose (other than to or on behalf of Buyer) any Buyer Proprietary Information. This Section 5.8(b) shall survive the Closing and shall continue indefinitely; provided, however, that the restrictions in this Section 5.8(b) shall terminate on the fifth (5th) anniversary of the Closing with respect to any Buyer Proprietary Information that does not then constitute a trade secret under applicable Legal Requirements. Nothing in this Section 5.8(b) shall be construed to limit or supersede the common law of torts or statutory or other protection of trade secrets where such law provides greater or longer protection than provided in this Section 5.8(b).

(ii) For purposes of this Section 5.8(b), "**Buyer Proprietary Information**" means any and all technical, business and other information of or relating to the Business, any Acquired Asset, or Buyer or any of its Affiliates or Representatives that derives value, actual, potential, economic or otherwise, from not being generally known to other Persons, which is not generally known to the public or to any other Person, including technical or nontechnical data, compositions, devices, methods, techniques, drawings, inventions, processes, machinery, financial data, financial plans, product plans, lists concerning actual or potential customers or suppliers, information regarding acquisition and investment plans and strategies, business plans or operations, information created or developed for Buyer under the Transition Services Agreement. Seller hereby confirms that after the Closing the Buyer Proprietary Information includes all information and rights to information that constitute an Acquired Asset.

(c) This Section 5.8(a) and (b) shall apply unless such Seller Proprietary Information or Buyer Proprietary Information (collectively, "Proprietary Information"): (i) is or becomes generally available and known to the public without breach by Buyer, Seller, Parent or any of their Affiliates or Representatives, as applicable (each, a "Confidentiality Party"), of any obligation to the other Party or any of their Representatives or Affiliates under this Section 5.8; (ii) is rightfully received by a Confidentiality Party from any Person, without restriction on use or disclosure and without breach of any obligation hereunder; or (iii) is independently developed by or for a Confidentiality Party without reference to or use of Proprietary Information.

(d) If a Confidentiality Party is required by any court or legislative or administrative body (by oral questions, interrogatories, request for information or documents, subpoena or similar process) to disclose any Proprietary Information of another Party, such Confidentiality Party shall provide such other Party with prompt notice of such requirement in order to afford such Party an opportunity to seek an appropriate protective order. The Confidentiality Party shall cooperate with the applicable Party in an effort to obtain such a protective order. However, if a Party is unable to obtain or does not seek such a protective order, and a Confidentiality Party is, in the opinion of counsel, compelled to disclose the Proprietary Information under penalty of liability for contempt, censure or other penalty, disclosure of such Proprietary Information may be made without liability, but only to the extent that such Confidentiality Party is so compelled to disclose the Proprietary Information in response to such process.

(e) The Parties acknowledge that any breach of this Section 5.8 could result in irreparable harm that might not be adequately compensated by damages, and expressly recognize each Party's right to immediate injunctive relief in the event of the breach of this Section 5.8, in addition to any and all other remedies and damages available to the Parties at law or in equity.

(f) That certain Mutual Nondisclosure Agreement between Buyer and Parent, dated as of September 17, 2012 (the "Nondisclosure Agreement"), shall continue in full force and effect until the Closing, provided that in the case of any inconsistency between the Nondisclosure Agreement and this Agreement, this Agreement shall control. Seller agrees to be bound by the Nondisclosure Agreement in the same manner as Parent, as though it were a party thereto.

5.9 **Brokers Fees.** Seller shall be responsible for and shall pay any financial advisory fee, brokerage commission, finder's fee, or like payment payable to any broker, agent, advisors, or other Persons acting on behalf of Seller or under their authority in connection with the transactions contemplated hereby. Buyer shall be responsible for any such similar fees payable to any broker, agent, advisors or other Persons acting on behalf of Buyer or under its authority in connection with the transactions contemplated hereby.

5 . 1 0 **Access to Books and Records and Personnel.** For a period of seven years from the Closing Date (or such longer period as may be required by any Governmental Body or requested by a Party in connection with disputes or litigation):

(a) neither Party shall either dispose of or destroy any of the books and records (other than records regarding the conduct of the Business at times prior to seven years prior to the Closing Date) retained or held by such Party relating to the ownership of the Acquired Assets by Seller or the operation of the Business prior to Closing without first offering to turn over possession thereof to the other Party, by written notice to the other Party at least 30 days prior to the proposed date of such disposition or destruction;

(b) each Party shall allow the other Party and its agents reasonable access to such books and records during normal working hours at the offices of such Party at which such books and records are located;

(c) each Party shall make available to the other Party upon written request therefor (i) copies of any such books and records, (ii) its personnel to assist the other Party in locating and obtaining any such books and records, and (iii) any other assistance or participation reasonably required, including access to personnel (including for depositions and/or court appearances to the extent reasonably necessary), by a Party in connection with existing or future litigation (including defense of Actions referred to in Section 10.4), tax returns, audited and unaudited financial statements or accounting reports or other matters in which such Party is involved, relating to the operation of the Business prior to Closing, to the Acquired Assets or to the Assumed Obligations or Retained Obligations, as applicable. The Party so requesting shall reimburse the other Party for the reasonable costs and expenses (excluding corporate overhead and salaries but including out of pocket and third party costs and expenses) incurred by such Party in performing the covenants contained in this Section 5.10; and

(d) each Party's access under this Section 5.10 shall not unreasonably interfere with the continuing operations or business of the other Party or its Affiliates and shall be subject to such Party and its Affiliates' customary safety and security policies and shall be subject to any legal privileges that may then be applicable.

5 . 1 1 **COBRA Compliance.** Seller agrees that on and after the Effective Time and with respect to Employees through the Closing Date it will satisfy all requirements regarding continuation of health benefit coverage with respect to all applicable former Employees or other "M&A qualified beneficiary" as defined in Q&A-4 of Treas. Reg. § 54.4980B-9 (excluding consultants), or the beneficiaries or dependents of such former Employees, under Part 6 of Subtitle B of Title I of ERISA and Section 4980B(f) of the Code (herein collectively referred to as "COBRA"), including any notices and continuation of health benefit coverage required to be provided on and after the Effective Time to such former Employees or other M&A qualified beneficiaries by reason of the transactions contemplated by this Agreement.

5.12 **Updates to Disclosure Schedules.** Seller will notify Buyer in writing of, and contemporaneously will provide Buyer with true and complete copies of, any and all information or documents relating to any event, transaction or circumstance, as soon as practicable after it becomes known to Seller, occurring after the date of this Agreement that renders or will render untrue any representation or warranty of Seller contained in this Agreement as if the same were made on or as of the date of such event, transaction or circumstance, in each case specifying with particularity the representation and warranty affected in an updated Disclosure Schedule; provided, however, that updates to the Disclosure Schedules shall only be permitted in connection with such events, transactions or circumstances that occur after the date of this Agreement. Any update given pursuant to this Section 5.12 shall be disregarded for purposes of Section 7.1 and Section 10.1(i), except as follows. If (i) the occurrence of the event, transaction or circumstance reflected in any such update would cause any representation or warranty of Seller contained in this Agreement to be untrue at Closing and (ii) if such failure would, individually or in the aggregate, reasonably be expected to have an adverse effect on the financial condition, results of operations or condition of Seller, the Acquired Assets or the Business, in an amount in excess of 1% of the Purchase Price, Seller shall be entitled to confirm to Buyer that as a result of the event, transaction or circumstance contained in such update Buyer may terminate this Agreement pursuant to Section 12.1(c). If Buyer does not exercise such right of termination prior to the Closing pursuant to written notice to Seller to such effect, then such supplemental disclosure shall modify the representation and warranty of Seller identified in such update effective at and as of the Closing for purposes of indemnification under Section 10.1(i) (but not for indemnification for any such matters under any other section hereof). Seller may update Schedule 3.7 to reflect Consumer Claims arising in the Ordinary Course of Business after the date hereof, and such update shall be deemed to modify Schedule 3.7 as of the Closing.

5.13 **Alternative Transactions.**

(a) From the date hereof until the Closing Date or earlier termination hereof, Seller and Parent shall not, and shall cause their respective Affiliates and Representatives not to, directly or indirectly through any other Person, initiate, solicit, facilitate, induce or encourage (including by way of furnishing non-public information or other assistance), or enter into negotiations or discussions of any type, directly or indirectly, or enter into a confidentiality agreement, letter of intent or purchase agreement, merger agreement or other understanding or agreement with any Person other than Buyer with respect to a sale of all or any portion of the Acquired Assets, or a merger or consolidation involving Seller, or other business combination, in each case in a transaction that includes any portion of the Business or the Acquired Assets (an "Alternative Transaction").

(b) Seller will immediately cease any existing discussions or negotiations with any Person (other than Buyer and its Affiliates) conducted heretofore with respect to any Alternative Transaction, and will request that all Persons, other than Buyer and its Affiliates, who have been furnished confidential information regarding the Business in connection with the solicitation of or discussions regarding an Alternative Transaction within the 12 months prior to the date hereof promptly return or destroy such information.

5.14 **Transfers of Cash Pre-Closing; Receipt of Cash Post-Closing.** Prior to the Closing Date, Seller shall remain free to maintain its current cash management practices in the Ordinary Course of Business. Prior to the close of business on the Business Day preceding the Closing Date, Seller shall be entitled to distribute to Parent all cash balances contained in the any lockboxes of Seller that will be transferred to Buyer as Acquired Assets. If, at any time following the Closing, a Party or its Affiliates receives any cash or other assets in respect of the Business to which any other Party is entitled, such receiving Party will, and will cause its Affiliates to, as promptly as practicable, deliver such cash or assets to the Party entitled thereto.

5.15 **Performance Bonds.** Buyer shall (i) use its commercially reasonable efforts to replace each Performance Bond outstanding and issued as of the date hereof, with a bond, letter of credit, bank guarantee or other instrument similar in nature to the instrument replaced, and (ii) cooperate with Parent's efforts to obtain a release of each guarantee by Parent to the benefit of a third party relating to an Assumed Obligation listed on Schedule 5.15 (a "Parent Guarantee"), including by providing a replacement guarantee of like tenor to the replaced Parent Guarantee. For the avoidance of doubt, (y) the replacement of any Performance Bond or release of any Parent Guarantee is not a condition to either Party's obligation to consummate the transactions contemplated hereby, and (z) any Losses sustained by Seller or Parent after Closing pursuant to a Performance Bond or Parent Guarantee based on Buyer's failure to perform the Assumed Obligation related thereto are subject to indemnification by Buyer pursuant to Section 10.2(iii). In connection with the Seller's requirement under Section 7.3 to obtain the consent of the landlord under that certain Office Lease, dated September 14, 2001, as amended, between Koll Bren Fund V, L.P. and Seller, relating to 652 N. Sam Houston Parkway E., Houston, Texas 77060, which Office Lease is guaranteed by Parent, Buyer shall cause Equifax to provide a substitute guaranty in favor of such landlord to replace Parent's guaranty as of the Effective Time.

5.16 **Accounts Receivable Procedures.** From and after the Effective Time, Buyer shall invoice and pursue collection of the Accounts Receivable in the Ordinary Course of Business using not less than the same level of efforts Buyer uses in the collection of accounts receivable generally in its own business. For a period of nine months after the Closing, and solely for purposes of determining the amount of any indemnification claims under Section 10.1(i) with respect to Breaches of the representations and warranties in Section 3.5, in circumstances where (a) (i) a single Person is an account debtor on more than one Accounts Receivable and/or accounts, notes or loans receivable that are not Accounts Receivable and (ii) such account debtor makes a single lump sum payment on such receivables without identifying specifically to which receivables such payment relates, such payments first shall be allocated to satisfy in full all then outstanding Accounts Receivable in order of the dates such receivables were billed or (b) less than the full amount of an Accounts Receivable shall have been paid by the account debtor, any such payment received shall be credited only to such Accounts Receivable. From and after the Effective Time, if Buyer shall receive payment on any Accounts Receivable for which Buyer or any Affiliate or Representative of Buyer had previously been indemnified and actually paid by the Seller pursuant to Section 10.1(i) based on a Breach of the representations and warranties in Section 3.5, then Buyer shall promptly remit the full amount of such payment (net of any direct costs and expenses incurred by Buyer in connection with the receipt of such payment) to Seller without any deduction or offset whatsoever. Buyer shall not agree to settle any Closing Date Account Receivable for less than the full amount thereof for which Seller might have an indemnification obligation hereunder without the prior consent of Seller (not to be unreasonably withheld, delayed or conditioned).

5.17 **Patent Rights.** Seller covenants to cause the Parent Entities not to sue the Subsidiary of Equifax that owns the Business after the Closing Date for any claim that such Subsidiary's activities after the Closing Date in conducting the Business after the Closing Date in the manner conducted by Seller prior to the Closing Date, and directly traceable to Seller, infringe patent rights owned by any Parent Entity before the Closing Date and having a priority date before the Closing Date, if and to the extent that such activities are substantially the same as Seller's activities in conducting the Business before the Closing Date. For the avoidance of doubt in the interpretation of this Section 5.17, Seller's activities conducted before the Closing Date shall not be deemed to have been modified to include any activities that may be conducted after the Closing Date by the Subsidiary of Equifax that owns the Business after the Closing Date to the extent of any services that may be provided by any Parent Entity to such Subsidiary and the Business pursuant to the Transition Services Agreement, and this covenant not to sue shall not apply to any patent rights previously not used by Seller in the Business prior to the Closing Date even if the patent rights are used by any Parent Entity during the provision of services to such Subsidiary and the Business under the Transition Services Agreement. In addition, this covenant not to sue shall not apply to Equifax, Buyer or any Subsidiary or Affiliate of Equifax with respect to any activities conducted by any of them prior to or after the Closing Date that are not directly traceable to Seller's activities in conducting the Business before the Closing Date, even if such activities are substantially the same as the Seller's activities in conducting the Business before the Closing Date. This covenant not to sue is not transferable by Equifax, Buyer or any other Subsidiary of Affiliate thereof.

ARTICLE VI

CONDITIONS TO SELLER'S OBLIGATIONS TO SELL THE ACQUIRED ASSETS

The obligation of Seller to sell the Acquired Assets and the Business to Buyer pursuant to this Agreement shall be subject to the satisfaction of each of the following conditions, each of which may be waived, in whole or in part, by a written instrument signed by Seller:

6.1 **Representations, Warranties and Covenants.** The representations and warranties of Buyer set forth in Article IV shall be true and correct in all material respects (except for those that are qualified as to materiality or words of similar import which shall be true and correct in all respects) as of the Closing (except for any representations and warranties as of a specific date, which shall be true in all material respects as of such date) with the same effect as though made on and as of the Closing Date. Buyer shall in all material respects have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

6.2 **Payment of Purchase Price.** At Closing, Buyer shall have tendered payment of the Closing Payment pursuant to Section 2.3.

6.3 **Closing Documents.** At Closing, Buyer shall have delivered to Seller the documents listed in Section 9.2.

6 . 4 **Actions.** There must not be any pending or threatened Action against Seller, or against any Affiliate of Seller, (a) brought by a Governmental Body and involving any challenge to, or seeking damages or other relief in connection with, any of the transactions contemplated under this Agreement, or (b) that would reasonably be expected to have the effect of preventing, delaying, making illegal, conditioning or otherwise interfering with any of the transactions contemplated under this Agreement.

**ARTICLE VII
CONDITIONS TO BUYER'S OBLIGATIONS TO PURCHASE
THE ACQUIRED ASSETS**

The obligations of Buyer to purchase the Acquired Assets from Seller pursuant to this Agreement shall be subject to the satisfaction of each of the following conditions, each of which may be waived, in whole or in part, by a written instrument signed by Buyer:

7 . 1 **Representations, Warranties and Covenants.** The representations and warranties of Seller set forth in Article III, shall be true in all material respects (except for those that are qualified as to materiality or words of similar import which shall be true and correct in all respects) as of the date of this Agreement and as of the Closing (except for any representations and warranties as of a specific date, which shall be true in all material respects as of such date) with the same effect as though made on and as of the Closing Date. Seller shall in all material respects have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date.

7.2 **Closing Documents.** At Closing, Seller shall have delivered to Buyer the documents listed in Section 9.3.

7.3 **Consents.** Seller shall have obtained all required Consents set forth on Schedule 5.7.

7.4 **No Change.** There shall not have occurred a Material Adverse Effect.

7 . 5 **Actions.** There must not be any pending or threatened Action against Buyer or against any Affiliate of Buyer, (a) involving any challenge to, or seeking damages or other relief in connection with, any of the transactions contemplated under this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, conditioning or otherwise interfering with any of the transactions contemplated under this Agreement.

7 . 6 **Lien Satisfaction.** Seller shall have delivered evidence, satisfactory to Buyer, that all Encumbrances (other than Permitted Encumbrances), if any, on any Acquired Asset have been released and discharged.

7 . 7 **Additional Financial Statements.** If the Termination Date is extended pursuant to Section 12.1(b), the December Financial Statements shall have been completed and delivered to Buyer, and shall have been reviewed by the Auditor (or such other independent accounting firm as the Parties may agree).

ARTICLE VIII
CONDITIONS TO OBLIGATIONS OF ALL PARTIES

The obligations of Seller to sell, and Buyer to purchase, the Acquired Assets shall be subject to the following additional conditions:

8.1 **Regulatory Approvals.** All required regulatory approvals, consents, and Permits, as applicable, shall have been received, and any other required United States or state or local government or regulatory notifications shall have been made, and the waiting period under the HSR Act shall have expired or early termination shall have been granted by the Federal Trade Commission and the United States Department of Justice.

8.2 **Actions.** There shall be no Legal Requirement enacted, adopted, promulgated or enforced, or any Governmental Order in effect that makes consummation of the transactions contemplated by this Agreement substantially on the terms contemplated by this Agreement illegal or otherwise prohibited.

ARTICLE IX
CLOSING

9.1 **General.** The Closing shall, unless another date or place is agreed to in writing by the Parties hereto, take place on the Closing Date at the offices of Baker Botts L.L.P., The Warner, 1299 Pennsylvania Avenue, Washington, D.C. 20004.

9.2 **Buyer's Closing Documents and Payment.** Buyer shall deliver to Seller at the Closing the following:

- (a) A Bill of Sale, Assignment and Assumption agreement, in the form of Exhibit C (the "Bill of Sale, Assignment and Assumption Agreement"), executed by Buyer, with respect to the Assigned Contracts being assigned to Buyer;
- (b) a Non-Competition and Non-Solicitation Agreement, in the form of Exhibit D (the "Non-Competition Agreement") executed by Buyer;
- (c) the Transition Services Agreement, executed by Buyer;
- (d) the Operating Agreements Termination Agreement, executed by Buyer and its Affiliates that are parties to any Operating Agreements;
- (e) a certificate executed by an officer of Buyer certifying that the conditions set forth in Section 6.1 have been satisfied;
- (f) Resolutions duly adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement, duly certified by the Secretary of Buyer; and
- (g) Payment by wire transfer of the Closing Payment.

9.3 **Seller's Closing Documents.** Seller shall deliver to Buyer at the Closing the following:

- (a) Copies of all third party Consents identified on Schedule 5.7, together with any other governmental or third party Consents and waivers Seller has received prior to Closing;
- (b) The Bill of Sale, Assignment and Assumption Agreement, executed by Seller;
- (c) the Non-Competition Agreement, executed by Seller and Parent;
- (d) the Transition Services Agreement, executed by Parent and Seller;
- (e) the Operating Agreements Termination Agreement, executed by Seller and its Affiliates that are parties to any Operating Agreements;
- (f) a certificate executed by an officer of Seller certifying that the conditions set forth in each of Section 7.1 and Section 7.4 have been satisfied, and if the Termination Date shall have been extended pursuant to Section 12.1(b), certifying a copy of the December Financial Statements prepared and reviewed in accordance with Section 5.4(c);
- (g) Resolutions duly adopted by the board of directors and shareholders (as applicable) of Seller authorizing the execution, delivery and performance of this Agreement, duly certified by the Secretary of Seller; and
- (h) FIRPTA affidavit certifying the non-foreign status of Seller in satisfaction of Code Section 1445.

ARTICLE X INDEMNIFICATION

10.1 **By Seller.** Subject to the limitations set forth in Article XI and elsewhere herein, Seller shall defend, indemnify, and hold harmless Buyer and its Affiliates and Representatives in respect of and against, any and all Losses incurred or suffered by Buyer or any Affiliate or Representative of Buyer arising out of or relating to (i) the Breach of any representation or warranty made by Seller in this Agreement or in any Closing certificate or Closing affidavit delivered at Closing expressly pursuant to Sections 9.3(g) or (i), (ii) any Breach by Seller or Parent of any covenant or obligation of Seller or Parent contained in this Agreement, (iii) subject to Sections 13.2 and 13.3, any Taxes of Seller or its Affiliates, (iv) subject to Sections 10.4, 13.2 and 13.3, the ownership, operation and use of the Acquired Assets and Business for all periods before and through the Effective Time, or (v) subject to Sections 10.4, 13.2 and 13.3, any Retained Obligations, including any fines, penalties or other Losses relating to the failure of Seller to timely perform or comply with such Retained Obligations.

10.2 **By Buyer.** Subject to the limitations set forth in Article XI and elsewhere herein, Buyer shall defend, indemnify, and hold harmless Seller and its Affiliates and Representatives in respect of and against, any and all Losses incurred or suffered by Seller or its Affiliates or Representatives arising out of or relating to (i) the Breach of any representation or warranty of Buyer contained in this Agreement or in any Closing certificate delivered at Closing expressly pursuant to Section 9.2(e), (ii) any Breach by Buyer or Equifax of any covenant or obligation of Buyer or Equifax contained in this Agreement, (iii) the Assumed Obligations, including any fines, penalties or other Losses relating to the failure of Buyer to timely perform or comply with such Assumed Obligations, (iv) the ownership, operation and use of the Acquired Assets and the Business for all periods after the Closing, except with respect to any Liability or other matter for which Seller is obligated to indemnify Buyer or its Affiliates and Representatives pursuant to Section 10.1, (v) to the extent provided in Section 10.4, Specified FCRA Claims, and (vi) to the extent provided in Section 5.6(b) with respect to WARN Act matters.

10.3 **Notification and Handling of Third Party Claims**

(a) Each Party shall notify the other Party in writing as promptly as practicable in the circumstances whenever it shall determine that there are sufficient facts or circumstances that such Party and/or its Affiliates reasonably believe may render the other Party liable to the notifying Party and/or its Affiliates pursuant to Section 10.1 or Section 10.2 (as applicable), giving reasonable details about the nature of the Loss for which indemnification may be claimed, the expected amount of such Loss (to the extent reasonably determinable), and a basis for the claim for indemnification. In addition, in the event that any Claim shall be brought by any third party or Governmental Body, which, if successful, may render a Party liable to the other Party and/or its Affiliates pursuant to this Article X, then the Party and/or its Affiliates seeking indemnification hereunder (collectively, the “Indemnitee”) shall, as promptly as practicable in the circumstances after receiving written notice or service of process of such Claim, give written notice (a “Claim Notice”) thereof to the Party from whom indemnification is sought (the “Indemnitor”). Such Claim Notice shall describe in reasonable detail the nature of the Loss, include a copy of all papers served with respect to an Action (if any) and state a basis of such request for indemnification. Failure to promptly notify the Indemnitor will not relieve the Indemnitor of any liability that it may have to any Indemnitee, except to the extent that the Indemnitor demonstrates that the Indemnitor is materially prejudiced by the Indemnitee’s failure to give such notice, but only to the extent of any such Loss directly attributable to the material prejudice suffered by the Indemnitor. Within 30 days after receipt of any Claim Notice (or such earlier time as may be appropriate in light of an obligation to respond to any legal process), the Indemnitor shall notify the Indemnitee either that (i) the Indemnitor elects to defend the Indemnitee against such Claim with counsel selected by the Indemnitor and reasonably satisfactory to the Indemnitee, or that (ii) the Indemnitor disputes its potential liability to indemnify the Indemnitee, provided that such an aforesaid election by the Indemnitor to not assume the defense of the Indemnitee for such Claim shall be subject to the right of the Indemnitor to subsequently assume the defense of the Indemnitee for such Claim at any time prior to settlement or final determination thereof, provided that any such subsequent election shall not prejudice any rights of the Indemnitee or its business or operations. Notwithstanding the foregoing or anything else in this Agreement to the contrary, if (A) the amount of monetary damages reasonably sought in connection with such Claim or for which a settlement or award may be reasonably expected to result in indemnified Losses to the Indemnitee which may exceed the amount of the indemnified Losses for which the Indemnitor may be liable under this Agreement (giving effect to any then-resolved Claims and any then-pending Claims), (B) the Claim is being asserted by a Governmental Body, or (C) if the Claim seeks equitable relief, the Indemnitee shall have no obligation to tender the defense thereof to the Indemnitor and the Indemnitor shall be responsible for all reasonable costs and expenses and all Losses, subject to the provisions and limitations set forth in Section 11.1; provided, however, that if the Indemnitee assumes such defense, the Indemnitor shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnitee, it being understood that the Indemnitee shall control such defense.

(b) If either (i) the Indemnitor and the Indemnitee are both named as parties to such Claim and the Indemnitee determines in good faith that joint representation would be inappropriate, (ii) an Indemnitee determines in good faith that there is a reasonable probability that an Action may adversely affect it or its Affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, or (iii) the Claim involves Losses that might be subject to indemnification hereunder and other Losses which are not subject to indemnification hereunder, then the Party asserting such issue shall promptly notify the other Party after receipt of the Claim Notice, and the Parties shall then negotiate in good faith to obtain a joint defense (using either the same or separate counsel, as appropriate) to allocate the costs of defense and the potential liability for Losses on the Claim on an equitable basis, based upon each Party's potential exposure for Losses subject to indemnification, in comparison with Losses that are not subject to indemnification hereunder. If the Indemnitee disputes that the Claim is not one that is fully indemnified hereunder, then the Indemnitee shall be entitled to proceed as provided under Section 10.3(d), but the Indemnitor shall be liable for the Indemnitee's costs, expenses or Losses only to the extent finally determined that the Claim is subject to Indemnification hereunder by reason of an Action or settlement between the Parties regarding such indemnification dispute.

(c) If within 30 days of receipt of a Claim Notice, the Indemnitor notifies the Indemnitee in writing of its election to assume the full control of defense of a Claim, (i) the Indemnitee shall not be liable to the Indemnitor for any costs or expenses incurred by the Indemnitor in connection with such defense from and after the date Indemnitor notified Indemnitee of Indemnitor's election to assume the defense of such Claim (but shall be liable for such costs and expenses incurred prior to receipt of such written notice), (ii) it will be conclusively established for purposes of this Agreement that the entire Claim is within the scope of and subject to indemnification hereunder; (iii) the Indemnitor will not, so long as it diligently conducts such defense, be liable to the Indemnitee under this Article X for any fees of other counsel or any other expenses subsequently incurred by the Indemnitee in connection with the defense of such Claim, and (iv) the Indemnitee shall not be liable to the Indemnitor for any costs or expenses incurred by the Indemnitor in connection with such defense, nor for any Losses rendered or assessed in connection with such Claim, nor for any Losses resulting from the settlement of any such Claim if settled by the Indemnitor with or without the written consent of the Indemnitee, provided however that no compromise or settlement of such Claim may be effected by the Indemnitor without the Indemnitee's consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnitee, and (B) the sole relief provided is monetary damages that are paid in full by the Indemnitor; and (C) the Indemnitee will have no liability with respect to any compromise or settlement of such Claim effected without its consent; and (D) such settlement contains a full and complete release of such Claim in favor of Indemnitee.

(d) If the Indemnitor does not either (i) notify the Indemnitee that Indemnitor intends to assume full defense of the Claim, (ii) provide notice under Section 10.3(b) that a matter should be subject to a joint defense, or (iii) acknowledge that such Claim might be subject to indemnification pursuant to Section 10.1 and request that Indemnitee assume defense of such Claim, then subject to Indemnitor's subsequent election to assume such defense, the Indemnitee may proceed to defend the claim using counsel of its choice, and to the extent that the Claim is thereafter determined to be subject to indemnification hereunder, the Indemnitor shall be obligated to reimburse the Indemnitee for all costs and expenses incurred by the Indemnitee in connection with investigation and defense of the claim and all Losses incurred by the Indemnitee in connection with any judgment or order entered in an Action involving the Claim or any settlement of such Claim; provided, however, that the Indemnitor shall not be liable for any Losses incurred in any settlement made without the Indemnitor's consent, which consent shall not be unreasonably withheld, delayed or conditioned. An Indemnitor's refusal to consent to any settlement, in a Claim in which such Indemnitor is a party, that does not provide for a complete release of the subject Claim in favor of Indemnitor shall not be considered unreasonable.

10.4 **Specified FCRA Claims.** Notwithstanding Sections 10.1, 10.2 and 10.3, promptly after the Closing Date, Buyer shall assume the defense of, and shall pay all costs of defending, those Consumer Claims listed on Schedule 10.4 and any other Actions brought in the Ordinary Course of Business by individual consumers against Seller under the FCRA based in whole or in part on acts or omissions of Seller or the Business occurring or alleged to occur on or prior to the Closing Date (collectively, "Specified FCRA Claims," which term shall include any Action that includes an FCRA claim as one of the primary claims even though such Action may also include one or more similar consumer claims not under the FCRA), including any Specified FCRA Claims filed after the date hereof or after the Closing. Buyer shall indemnify and hold harmless Seller for any obligations or Liabilities for amounts payable pursuant to settlements and judgments of Specified FCRA Claims, provided, however, that Buyer shall not have any obligation to indemnify or hold harmless Seller against any such obligations or Liabilities in excess of an aggregate amount for all such settlements and judgments collectively of \$500,000 (exclusive of costs of defense). Seller shall remain fully responsible for and pay on request of Buyer all settlement and judgment amounts incurred in excess of such \$500,000 (exclusive of costs of defense) and all such excess amounts shall constitute Retained Obligations, provided, however that Seller shall not be liable for any such excess amount to the extent incurred in a settlement of a Specified FCRA Claim made without Seller's consent, which consent shall not be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, the Specified FCRA Claims do not include, and Buyer shall not have any obligation to assume or indemnify Seller in respect of, any claim or Action of any type or nature asserted or purportedly asserted as a class action on behalf of a class of consumers, including the Action asserted on behalf of a class listed on Schedule 2.2(c)(iii). Seller and/or its Affiliates shall defend any Action referenced in the immediately preceding sentence at its sole cost and expense. At any time upon written notice to Buyer, Seller and/or its Affiliates may assume the defense of any Specified FCRA Claim, at its sole cost and expense, and Buyer shall have no obligation to pay any amount of any settlement or judgment with respect to any Specified FCRA Claim the defense of which Seller assumes. The notice provisions of Section 10.3 with respect to third party claims thereunder shall apply to any Specified FCRA Claim asserted against Seller after the Closing.

10.5 **Notification of Other Claims.** A claim for indemnification for any matter not involving a third party claim may be asserted by written notice to the Party from whom indemnification is sought. Failure to give such written notification shall affect the indemnification provided hereunder only to the extent the Indemnitor shall have been actually prejudiced as a result of such failure but only to the extent thereof. Upon receipt of any such notice, the Indemnitor shall notify the Indemnitee as to whether the Indemnitor accepts liability for any such Loss.

ARTICLE XI LIMITATIONS AND SURVIVAL

11.1 Limitations and Caps on Losses and Indemnity.

(a) Seller's aggregate indemnification liability pursuant to Section 10.1(i) for all Breaches of the representations and warranties set forth in this Agreement (excluding Breaches of the Fundamental Representations) shall not exceed \$100,000,000.

(b) Seller's aggregate indemnification liability pursuant to Section 10.1(i) for all Breaches of the Fundamental Representations shall not exceed the Purchase Price.

(c) Buyer's aggregate indemnification liability pursuant to Section 10.2(i) for all Breaches of the representations and warranties shall not exceed the Purchase Price.

(d) Notwithstanding anything contained in this Section 11.1, in the absence of fraud or willful misconduct, (i) Buyer or its Affiliates and Representatives shall not be entitled to indemnification pursuant to Section 10.1(i) for Breaches of representations and warranties other than the Fundamental Representations until the aggregate amount of all Losses indemnifiable pursuant to Section 10.1(i) exceeds \$5,000,000 (the "**Deductible Amount**"), and thereafter Buyer shall be entitled to indemnification only for amounts in excess of such Deductible Amount, and (ii) Seller or its Affiliates and Representatives shall not be entitled to indemnification pursuant to Section 10.2(i) until the aggregate amount of all Losses indemnifiable pursuant to Section 10.2(i) exceeds the Deductible Amount, and thereafter Seller shall be entitled to indemnification only for amounts in excess of such Deductible Amount; provided, however, that only Losses for such Breaches of representations and warranties other than Fundamental Representations that exceed \$25,000 per individual occurrence shall be included in the calculation of the Deductible Amount.

(e) Notwithstanding anything to the contrary in this Agreement, for purposes of Sections 10.1(i), and 10.2(i), all of the representations and warranties set forth in this Agreement (and any definitions incorporated therein) that are qualified as to materiality, in all material respects, Material Adverse Effect or words of similar import or effect, shall be deemed to have been made without any such qualification solely for the purposes of determining any Breach or inaccuracy therein and the amount of any Losses arising out of or caused by such Breach or inaccuracy. Notwithstanding the foregoing, qualifications of materiality and words of similar import or effect that are related to (i) the Financial Statements or the applicability and application of GAAP therein or (ii) the definition of Material Contracts and the representations set forth in Section 3.12(a) and Section 3.13 shall not be subject to this subsection (e).

(f) Any Liability of a Party pursuant to Section 10.1 or 10.2 shall be reduced by the amount, if any, of insurance proceeds actually received by the Indemnitee from an insurance carrier on account of the applicable Loss (net of any increases in premium costs and expenses attributable to the collection of such insurance proceeds), but indemnification hereunder shall not be delayed pending any such recovery. If any such proceeds are received after payment by an Indemnitor of any amount that would not have been payable if such proceeds had been received prior to such payment, the Indemnitee shall promptly repay such amount to the Indemnitor.

11.2 **Survival.**

(a) Except as expressly set forth herein, all representations and warranties contained in this Agreement, the Disclosure Schedules, the supplements to the Disclosure Schedules, and any Closing certificate or Closing affidavit delivered expressly pursuant to Sections 9.2(e) or 9.3(g) and (i) will survive the Closing for a period of 18 months from the Closing Date, at which point they will automatically expire, except as follows:

(i) the Fundamental Representations shall expire 30 days after the applicable statutes of limitation; and

(ii) any claim based on fraud or willful misconduct by a Party in connection with this Agreement shall survive indefinitely, subject to any applicable statute of limitations.

(b) All covenants and agreements set forth herein to be performed at or prior to Closing shall survive the Closing for a period of 18 months, should the Closing occur; all covenants and agreements set forth herein to be performed after the Closing or set forth in any Ancillary Agreement shall survive the Closing and continue indefinitely, subject to any period of time applicable thereto in accordance with the provisions thereof.

(c) The right to indemnification under Article X shall continue to survive for any and all Losses about which an Indemnitor receives notice during the applicable survival period for that respective representation, warranty, covenant or agreement but not for Losses about which an Indemnitor receives notice after the expiration of such applicable survival period.

11.3 **Sole Remedy.** Each Party acknowledges and agrees that the sole and exclusive remedy with respect to any and all Breaches of the representations and warranties or covenants set forth in this Agreement or any officer's certificate delivered expressly pursuant hereto (other than claims of, or causes of action arising from (i) fraud or willful misconduct or (ii) claims of, or causes of action for which the sole remedy sought is equitable relief) shall be pursuant to the indemnification provisions set forth in this Article XI. Notwithstanding the foregoing, nothing in this Section 11.3 shall limit any person's right to seek and obtain any equitable relief to which any person may be entitled.

11.4 **Parent Guaranty.** Parent unconditionally and irrevocably guarantees to Buyer and its successors and assigns the full and timely performance of Seller's obligations (including all indemnification and payment obligations) pursuant to this Agreement and pursuant to any agreement, certificate, instrument or other document (including the Ancillary Agreements) required to be delivered hereunder, in each case as the same is now or may hereafter be in effect (collectively, the "Seller Obligations"). Parent acknowledges and agrees that this guaranty is full, absolute and unconditional, is a guaranty of performance and not merely of collection and is in no way conditioned or contingent upon any attempt to collect from Seller, and no extension, increase, modification, amendment, waiver, consent, release or extinguishment any of the Seller Obligations (other than in accordance with the terms of this Agreement), or other change in any Seller Obligation, whether by agreement of Buyer and Seller, decree in any bankruptcy proceeding or otherwise, shall affect the continuing validity and enforceability of this guaranty, nor shall such validity and enforceability be affected by any lack of validity or enforceability of any Seller Obligation as a result of the application of any bankruptcy, insolvency, moratorium or other similar Legal Requirement relating to creditors' rights and general principles of equity to Seller. Parent hereby waives, for the benefit of Buyer, to the fullest extent permitted by applicable Legal Requirements, any defenses or benefits that may be derived from or afforded by law that limit the liability of or exonerate guarantors or sureties, including those which would otherwise require any election of remedies by Buyer (other than payment of the Seller Obligations) and further waives any notice (including notice of acceptance or nonpayment), presentment, demand, performance, protest, suit or other action as the same pertains to Seller or any of the Seller Obligations, or any right to require Buyer to proceed against Seller or to exhaust any security held by any Buyer or to pursue any other remedy with respect to any of the Seller Obligations. Buyer may at any time and from time to time without notice to or consent of Parent and without impairing or releasing the obligations of Parent under this guaranty, with respect to any of the Seller Obligations, (i) agree with Seller to make any change in the terms of the Seller Obligations, (ii) take or fail to take any action of any kind in respect of any security for the Seller Obligations, or (iii) exercise or refrain from exercising any rights against Seller or others. Parent shall not institute, and shall cause its Affiliates not to institute, any Action asserting that this guaranty is illegal, invalid or unenforceable in accordance with its terms. This guaranty may not be revoked or terminated and shall remain in full force and effect and shall be binding on Parent, its successors and assigns until all of the Seller Obligations have been paid and satisfied in full and shall continue to be effective or be reinstated, as the case may be, if at any time and to the extent that any payment of or other transaction satisfying any of the Seller Obligations is rescinded or must otherwise be returned by the recipient thereof upon the insolvency, bankruptcy, reorganization or similar event of Seller, Parent, or any other Person. Parent understands that Buyer is relying on this guaranty in entering into this Agreement. References to Buyer in this Section 11.4 shall include Buyer's Affiliates and their successors and assigns to the extent any of them are parties to any Ancillary Agreement or other Seller Obligation.

11.5 **Equifax Guaranty.** Equifax unconditionally and irrevocably guarantees to Seller and its successors and assigns the full and timely performance of Buyer's obligations (including all indemnification and payment obligations) pursuant to this Agreement and pursuant to any agreement, certificate, instrument or other document (including the Ancillary Agreements) required to be delivered hereunder, in each case as the same is now or may hereafter be in effect (collectively, the "Buyer Obligations"). Parent acknowledges and agrees that this guaranty is full, absolute and unconditional, is a guaranty of performance and not merely of collection and is in no way conditioned or contingent upon any attempt to collect from Buyer, and no extension, increase, modification, amendment, waiver, consent, release or extinguishment any of the Buyer Obligations (other than in accordance with the terms of this Agreement), or other change in any Buyer Obligation, whether by agreement of Buyer and Seller, decree in any bankruptcy proceeding or otherwise, shall affect the continuing validity and enforceability of this guaranty, nor shall such validity and enforceability be affected by any lack of validity or enforceability of any Seller Obligation as a result of the application of any bankruptcy, insolvency, moratorium or other similar Legal Requirement relating to creditors' rights and general principles of equity to Buyer. Equifax hereby waives, for the benefit of Seller, to the fullest extent permitted by applicable Legal Requirements, any defenses or benefits that may be derived from or afforded by law that limit the liability of or exonerate guarantors or sureties, including those which would otherwise require any election of remedies by Seller (other than payment of the Buyer Obligations) and further waives any notice (including notice of acceptance or nonpayment), presentment, demand, performance, protest, suit or other action as the same pertains to Buyer or any of the Buyer Obligations, or any right to require Seller to proceed against Buyer or to exhaust any security held by any Seller or to pursue any other remedy with respect to any of the Buyer Obligations. Seller may at any time and from time to time without notice to or consent of Equifax and without impairing or releasing the obligations of Equifax under this guaranty, with respect to any of the Buyer Obligations, (i) agree with Buyer to make any change in the terms of the Buyer Obligations, (ii) take or fail to take any action of any kind in respect of any security for the Buyer Obligations, or (iii) exercise or refrain from exercising any rights against Buyer or others. Equifax shall not institute, and shall cause its Affiliates not to institute, any Action asserting that this guaranty is illegal, invalid or unenforceable in accordance with its terms. This guaranty may not be revoked or terminated and shall remain in full force and effect and shall be binding on Equifax, its successors and assigns until all of the Buyer Obligations have been paid and satisfied in full and shall continue to be effective or be reinstated, as the case may be, if at any time and to the extent that any payment of or other transaction satisfying any of the Buyer Obligations is rescinded or must otherwise be returned by the recipient thereof upon the insolvency, bankruptcy, reorganization or similar event of Buyer, Equifax or any other Person. Equifax understands that Seller is relying on this guaranty in entering into this Agreement. References to Seller in this Section 11.5 shall include Seller's Affiliates and their successors and assigns to the extent any of them are parties to any Ancillary Agreement or other Buyer Obligation.

**ARTICLE XII
TERMINATION**

12.1 **Termination.** This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Seller and Buyer;

(b) by either Party if the Closing has not occurred by 5:00 pm Eastern time on the Termination Date, provided that the right to terminate this Agreement under this Section 12.1(b) shall not be available to any Party whose failure or whose Affiliate's failure to fulfill any obligation under this Agreement has been a principal cause of or resulted in the failure of the transactions contemplated by this Agreement to occur on or before the Termination Date; and provided further that if any of the conditions to Closing set forth in Article VI, VII or VIII hereof (other than conditions that by their nature cannot be satisfied until the time of Closing) shall not have been satisfied or waived on or before December 28, 2012, then either Party by written notice to the other Party given on or before the December 28, 2012 may extend the Termination Date until March 31, 2013 and thereafter such date shall be the Termination Date for purposes hereof.

(c) by Buyer, if Buyer is not in material breach of any of its covenants, agreements or obligations under this Agreement, and if (i) at any time that any of the representations and warranties of Seller herein become untrue or inaccurate such that Section 7.1 would not be satisfied (treating such time as if it were the Closing Date for purposes of this Section 12.1(d)) (but subject to the provisions of Section 5.12) or (ii) there has been a breach on the part of Seller of any of its respective covenants, agreements or obligations contained in this Agreement such that Section 7.2 would not be satisfied (treating such time as if it were the Closing Date for purposes of this Section 12.1(d)), and, in both case (i) and case (ii), such breach (if curable) has not been cured within thirty (30) calendar days after written notice to Seller; or

(d) by Seller, if Seller is not in material breach of any of its covenants, agreements or obligations under this Agreement, and if (i) at any time that any of the representations and warranties of Buyer herein become untrue or inaccurate such that Section 6.1 would not be satisfied (treating such time as if it were the Closing Date for purposes of this Section 12.1(e)) or (ii) there has been a breach on the part of Buyer of any of its respective covenants, agreements or obligations contained in this Agreement such that Section 6.2 would not be satisfied (treating such time as if it were the Closing Date for purposes of this Section 12.1(e)), and, in both case (i) and case (ii), such breach (if curable) has not been cured within thirty (30) calendar days after written notice to Buyer.

(e) by Buyer upon written notice to Seller in accordance with Section 5.12.

12.2 **Effect of Termination.** In the event this Agreement is terminated pursuant to Section 12.1, all further obligations of the Parties hereunder shall terminate; provided however, that no such termination of this Agreement shall act to terminate or otherwise impair the rights or obligations set forth in this Section 12.2, Section 5.8 or Article XIV; provided, further, that nothing herein shall relieve a breaching or defaulting Party for liability arising from any breach or default by such Party that takes place prior to the date of such termination, or impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.

ARTICLE XIII TAXES

13.1 **Assistance.** Buyer and Seller shall furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets as is reasonably necessary for filing of all Tax Returns, including any claim for exemption or exclusion from the application or imposition of any Taxes or making of any election related to Taxes, the payment of Taxes, the preparation for any audit by any Tax authority and the prosecution or defense of any Action relating to any Tax Return.

13.2 **Transfer Taxes.** All Transfer Taxes arising out of the transfer of the Acquired Assets and any Transfer Taxes required to effect any recording or filing with respect thereto shall be borne one half by Seller and one half by Buyer. Seller and Buyer shall cooperate to determine on a timely basis the amount of any Transfer Taxes and timely prepare and file any returns or other filings relating to such Transfer Taxes, in form and substance satisfactory to each Party, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes. The Party obligated by applicable Legal Requirement to pay over any such Transfer Taxes and file all necessary documentation and returns with respect to such Transfer Taxes when due shall timely do so, and shall promptly following the filing thereof furnish a copy of such return or other filing and a copy of a receipt showing payment of any such Transfer Tax to the other Party, and if the Party paying over such Transfer Taxes and filing related Tax Return is (x) Buyer, Seller shall reimburse Buyer promptly for half of such Transfer Taxes or (y) Seller, Buyer shall reimburse Seller promptly for half of such Transfer Taxes.

13.3 **Proration.** General and special real estate and other ad valorem Taxes and assessments and other similar state or local Taxes, fees, charges and assessments in respect of the Personal Property, if applicable, on the basis of the fiscal year in which the Closing occurs, whenever imposed or assessed, shall be prorated between Buyer and Seller as of the Effective Time (it being understood that Buyer is liable for the same to the extent accruing after the Effective Time and Seller for those items to the extent accruing before the Effective Time, based on the number of days falling on or prior to the Closing Date, on the one hand, and falling after the Closing Date, on the other hand). If the Closing Date shall occur before the Tax rate or assessment is fixed for such fiscal year, the apportionment of such Taxes and payments at the Closing shall be based upon the most recently ascertainable Tax bills; provided, that Buyer and Seller shall recalculate and re-prorate said Taxes and payments and make the necessary cash adjustments promptly upon the issuance, and on the basis, of the actual Tax bills received for the fiscal year in which the Closing occurs and the amount of any payments in lieu of Tax made with respect to any such fiscal year. If any amount required to be apportioned hereunder is paid by Buyer, on the one hand, or Seller, on the other hand, then Seller or Buyer, as the case may be, shall promptly reimburse the paying party for the non-paying party's share of such apportioned amounts. Similarly, if Buyer, on the one hand, or Seller, on the other hand, receives a refund of any amounts that are required to be apportioned hereunder, then the recipient of such refund shall promptly pay to the other party such other party's share of such refund as determined in accordance with the foregoing apportionment provisions (assuming that Buyer and Seller contributed to the applicable amount payment in accordance with the first two sentences of this Section 13.3).

13.4 **Operating Taxes.** Without limiting the foregoing, Seller shall be solely responsible for all Taxes (other than Transfer Taxes, as set forth in Section 13.2, and Taxes subject to proration, as set forth in Section 13.3) incurred in connection with the Acquired Assets or the Business through the Effective Time, and Buyer shall be solely responsible for all Taxes incurred in connection with the Acquired Assets or Business after the Effective Time.

ARTICLE XIV MISCELLANEOUS

14.1 **Expenses.** Except as otherwise provided in this Agreement, the Parties shall pay their and their Affiliates respective expenses (including the fees, disbursements, and expenses of their respective attorneys and accountants) in connection with the negotiation, preparation and performance of this Agreement and the consummation of the transactions contemplated hereby.

14.2 **Notices.** Any notice or other communication required or which may be given hereunder shall be in writing and shall be deemed to have been duly given on the date delivered if delivered personally or sent by email or other electronic transmission (subject to receipt of an appropriate confirmation of transmission) to the persons identified below, one business day following deposit with a reputable overnight courier, or three business days after deposit in the U.S. mail if mailed by certified or registered mail, return receipt requested, addressed as follows:

If to Buyer, to:

Equifax Information Services LLC
1550 Peachtree Street, N.W.
Atlanta, GA 30309
Attn: John Hartman, Senior Vice President, Corporate Development and Emerging Markets
Email: john.hartman@equifax.com

with a copy to:

Kilpatrick Townsend & Stockton LLP
1100 Peachtree Street, Suite 2800
Atlanta, GA 30309
Attn: W. Stanley Blackburn
Email: sblackburn@kilpatricktownsend.com

If to Seller, to:

Computer Sciences Corporation
3170 Fairview Park Drive
Falls Church, Virginia 22042
Attn: Randy Phillips and Adam Sheipe
Email: rphillips24@csc.com and asheipe@csc.com

with a copy to:

Computer Sciences Corporation
3170 Fairview Park Drive
Falls Church, Virginia 22042
Attn: Gemma Descoteaux
Email: gdescoteaux@akingump.com

Baker Botts L.L.P.
2001 Ross Avenue, Suite 1100
Dallas, Texas 75201
Attn: Neel Lemon
Email: neel.lemon@bakerbotts.com

Any party may change its address to which notices or other communications are to be sent by giving written notice of any such change in the manner provided herein for giving notice.

14.3 **Modification or Waiver.** This Agreement may be amended, modified, or superseded at any time by a written instrument executed by Seller and Buyer, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived by written instrument executed by the Party intended to be benefited thereby. No waiver of any nature, in any one or more instances, shall be deemed to be or construed as a further or continued waiver of any condition or any breach of any other term, representation, or warranty in this Agreement.

14.4 **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No assignment or transfer by any Party of such Party's rights and obligations hereunder shall be made except with the prior written consent of the other Party (which consent will not be unreasonably withheld, conditioned or delayed), and any such assignment in violation hereof shall be void; provided, however, that Buyer may, without the consent of Seller, assign its rights and obligations hereunder in whole or in part to a direct or indirect wholly-owned corporate or limited liability company Subsidiary of Buyer (other than a Subsidiary formed or organized under the laws of the State of Texas if such assignment is on or prior to the Closing Date) or a corporate or limited liability company successor to all or a substantial portion of the assets of the business of Buyer (other than a successor formed or organized under the laws of the State of Texas if such assignment is on or prior to the Closing Date), which Person shall assume Buyer's obligations hereunder, provided that notwithstanding such assignment Buyer shall remain fully liable for its obligations hereunder.

14.5 **Specific Performance.** Each Party acknowledges that the other Party would be irreparably harmed if any of the provisions of this Agreement are not performed in accordance with their specific terms, and that certain breaches of this Agreement could not be adequately compensated in all cases by monetary damages alone. Therefore, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to seek enforcement of any provision of this Agreement by a decree of specific performance and to seek temporary, preliminary and permanent injunctive relief to prevent breaches, or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

14.6 **Governing Law.** The making, performance, interpretation, and construction of this Agreement shall be determined and governed exclusively by and in accordance with the laws of the State of Delaware, exclusive of any conflict of law rules which may refer to the laws of another jurisdiction.

14.7 **Section Headings.** The Section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

14.8 **Entire Agreement.** This Agreement, together with the Ancillary Agreements, the Schedules attached hereto, and the Disclosure Schedules (including any updates thereto), embodies the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes any prior letters of intent, agreements, and understandings relating to the subject matter hereof.

14.9 **No Third Party Beneficiaries** Nothing expressed or referred to in this Agreement is intended or shall be construed to give any Person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy, or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that this Agreement shall be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person (including the Employees).

14.10 **Counterparts.** Separate counterpart copies of this Agreement may be signed by the Parties hereto, with the same effect as though all of the Parties had signed one copy of this Agreement.

14.11 **Severability.** If any provision of this Agreement shall be held invalid under any applicable Legal Requirement, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable. The covenants and provisions of this Agreement are separate and independent. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

14.12 **Interpretation of Agreement.** The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law, court decision, or other legal precedent that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The words "shall" and "will" are used interchangeably and have the same meaning. References to any Contract are to such Contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any statute, rule or regulation shall include any amendments of the same and any successor statutes, rules or regulations. References to any Person include the successors and permitted assigns of such Person. References to Seller in Article III include Seller and its predecessors in interest with respect to the Business, including its Affiliates which are parties to an Operating Agreement. Unless otherwise specified in this Agreement, all accounting terms used in this Agreement shall be interpreted in accordance with Exhibit B, and if not applicable or not addressed in Exhibit B, then in accordance with GAAP applied consistently with the application thereof to the Financial Statements. Words (including defined terms) in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires. The terms "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole including all of the Schedules and Exhibits hereto) and not to any particular provision of this Agreement unless otherwise specified. It is understood and agreed that neither the specifications of any dollar amount in this Agreement nor the inclusion of any specific item in the Schedules or Exhibits is intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and neither party shall use the fact of setting of such amounts or the fact of the inclusion of such item in the Schedules or Exhibits in any dispute or controversy between the parties as to whether any obligation, item or matter is or is not material for purposes hereof.

14.13 **Waiver of Trial By Jury; Jurisdiction.** All litigation relating to or arising under or in connection with this Agreement or any of the Ancillary Agreements shall be brought only in a United States District Court or a state court located in the State of Delaware, which shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement or the Ancillary Agreements, with each Party irrevocably consenting to the jurisdiction thereof for any Actions arising out of or relating to this Agreement or the Ancillary Agreements. The Parties irrevocably waive trial by jury in any Action relating to this Agreement, the Ancillary Agreements or any other agreement entered into in connection therewith and for any counterclaim with respect thereto. To the extent that any Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such Party hereby irrevocably waives such immunity in respect of its obligations under this Agreement. Each Party irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any Action arising out of or relating to this Agreement in any such Delaware court. Each Party hereby irrevocably waives, to the fullest extent permitted by applicable Legal Requirement, the defense of an inconvenient forum to the maintenance of such Action in any such court.

14.14 **Public Announcements.** Buyer and Seller agree that, from the date hereof through and including the Closing Date, no public release or announcement concerning the transactions contemplated hereby shall be issued or made by any Party hereto without the prior consent of the other Party (which consent shall not be unreasonably withheld), except (a) as such release or announcement may be required by law or the rules or regulations of any securities exchange (or in the opinion of counsel such release or announcement is appropriate or desirable under or in light of such laws and regulations), in which case the Party making the release or announcement shall allow the other Party reasonable time to comment on such release or announcement in advance of such issuance, and (b) that Seller may make such an announcement to its employees, in which case Seller shall allow Buyer reasonable time to comment on such release of announcement in advance of such issuance. After the Closing Date, Buyer may make such announcements to customers and suppliers of the Business as Buyer deems reasonably necessary for the uninterrupted conduct of the Business and the transition thereof to Buyer. Notwithstanding the foregoing, Buyer and Seller shall cooperate to prepare a press release to be issued by Buyer on the Closing Date.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**BUYER:
EQUIFAX INFORMATION SERVICES LLC**

By: _____
Name: _____
Title: _____

**SELLER:
CSC CREDIT SERVICES, INC.**

By: _____
Name: _____
Title: _____

Parent hereby executes this Agreement solely for purposes of acknowledging and agreeing to the provisions of Section 11.4:

**PARENT:
COMPUTER SCIENCES CORPORATION**

By: _____
Name: _____
Title: _____

Equifax hereby executes this Agreement solely for purposes of acknowledging and agreeing to the provisions of Section 11.5:

**EQUIFAX:
EQUIFAX INC.**

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF TRANSITION SERVICES AGREEMENT

EXHIBIT B

WORKING CAPITAL CALCULATION

B-1

EXHIBIT C

FORM OF BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT D

FORM OF NON-COMPETITION AGREEMENT

D-1

EXHIBIT E

FORM OF OPERATING AGREEMENTS TERMINATION AGREEMENT

AMENDMENT EXTENDING TIME

This Amendment Extending Time (this "**Amendment**"), effective as of December [●], 2012, is made and entered into by and by and among (1) Computer Sciences Corporation and CSC Credit Services, Inc. (referred to herein collectively as the "**CSC Parties**") and (2) Equifax Information Services LLC, a Georgia limited liability company, f/k/a Equifax Credit Information Services, Inc. and f/k/a The Credit Bureau, Incorporated of Georgia, and Equifax Inc. (referred to herein collectively as the "**EFX Parties**"). The CSC Parties and the EFX Parties are sometimes collectively referred to as the "**Parties**." Capitalized terms that are used but not defined herein shall be as defined in the Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets between the Parties or their predecessors in interest dated as of August 1, 1988, as amended to date (the "**1988 Agreement**").

WHEREAS, the Parties are concurrently entering into an Asset Purchase Agreement dated as of the date hereof (the "**APA**"); and

WHEREAS, pursuant to the APA, the APA will terminate on or before December 28, 2012 (the "**Termination Date**") if the Closing (as defined in the APA) does not occur on or before such date, but such Termination Date is subject to extension to March 31, 2013, under certain circumstances as provided in the APA; and

WHEREAS, pursuant to Sections 11 and 12 of the 1988 Agreement, the Parties have certain options, rights and obligations regarding the sale by the CSC Parties and the purchase by the EFX Parties of certain assets and liabilities as more fully described in the 1988 Agreement, but such options, rights and obligations expire August 1, 2013 (the "**Option Expiration Date**"); and

WHEREAS, the Parties wish to amend the 1988 Agreement as described below to extend the Option Expiration Date in the event that the Termination Date is extended to a date that is later than February 1, 2013.

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

1. Extension of Option Expiration Date. If (i) the Closing (as defined in the APA) does not occur on or before February 1, 2013, and (ii) as of the close of business on February 1, 2013 (a) the APA has not theretofore been terminated and (b) the Termination Date has been extended to March 31, 2013, then effective as of such close of business on February 1, 2013, all references in Sections 11 and 12 of the 1988 Agreement to "August 1, 2013" will be automatically amended to refer to "October 1, 2013."
 2. Order of Precedence. This Amendment is supplementary to and modifies the 1988 Agreement. The terms of this Amendment supersede provisions in the 1988 Agreement only to the extent that the terms of this Amendment and the 1988 Agreement expressly conflict. However, nothing in this Amendment should be interpreted as invalidating the 1988 Agreement, and the provisions of the 1988 Agreement will continue to govern the relationship between the parties insofar as they do not expressly conflict with this Amendment.
 3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, as of the first date above written.

CSC Parties:

COMPUTER SCIENCES CORPORATION

By: _____
Name: _____
Title: _____

CSC CREDIT SERVICES, INC.

By: _____
Name: _____
Title: _____

EFX Parties:

**EQUIFAX INFORMATION SERVICES, LLC, F/K/A EQUIFAX CREDIT
INFORMATION SERVICES, INC. AND F/K/A THE CREDIT BUREAU,
INCORPORATED OF GEORGIA**

By: _____
Name: _____
Title: _____

EQUIFAX INC.

By: _____
Name: _____
Title: _____

364-DAY CREDIT AGREEMENT

Dated as of December 1, 2012

among

EQUIFAX INC.,
as the Borrower,

BANK OF AMERICA, N.A.,
as Administrative Agent,

and

The Other Lenders From Time To Time Party Hereto

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
J.P. MORGAN SECURITIES LLC,
SUNTRUST ROBINSON HUMPHREY, INC.

and

WELLS FARGO SECURITIES, LLC,
as Joint Lead Arrangers

and

JPMORGAN CHASE BANK, N.A.,
SUNTRUST BANK

and

WELLS FARGO BANK, N.A.,
as Co-Syndication Agents

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CREDIT AGREEMENT

This CREDIT AGREEMENT (this “Agreement”) is entered into as of December 1, 2012, among EQUIFAX INC., a Georgia corporation (the “Borrower”), each lender from time to time party hereto (collectively, the “Lenders” and individually, a “Lender”), and BANK OF AMERICA, N.A., as Administrative Agent.

STATEMENT OF PURPOSE

WHEREAS, the Borrower has requested that the Lenders provide a revolving credit facility, and the Lenders are willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I. DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“Act” shall have the meaning specified in Section 11.18.

“Administrative Agent” means Bank of America in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

“Administrative Agent’s Office” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire in substantially the form of Exhibit D-2 or any other form approved by the Administrative Agent.

“Affiliate” means, with respect to any Person, any other Person which directly or indirectly through one or more intermediaries (a) controls, or is controlled by, or is under common control with, such first Person or any of its Subsidiaries or (b) owns or holds ten percent (10%) or more of the Capital Stock in such first Person or any of its Subsidiaries. The term “control” means the possession, directly or indirectly, of any power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Aggregate Commitments” means the Commitments of all the Lenders. The Aggregate Commitments on the Closing Date shall be Three Hundred Fifty Million Dollars (\$350,000,000).

“Agreement” has the meaning specified in the introductory paragraph hereto.

“Applicable Percentage” means with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Commitments represented by such Lender’s Commitment at such time, subject to adjustment as provided in Section 2.15. If the commitment of each Lender to make Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 9.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Applicable Rate” means, from time to time, the following percentages per annum, based upon the Debt Rating as set forth below:

Applicable Rate				
Pricing Level	Debt Ratings S&P/Moody’s	Commitment Fee	Eurodollar Rate Loans and Letter of Credit Fees	Base Rate Loans
1	A/A2 or better	0.080%	0.875%	0.000%
2	A-/A3	0.100%	1.000%	0.000%
3	BBB+/Baa1	0.125%	1.125%	0.125%
4	BBB/Baa2	0.150%	1.250%	0.250%
5	BBB-/Baa3 or worse	0.200%	1.500%	0.500%

“Debt Rating” means, as of any date of determination, the rating as determined by either S&P or Moody’s of the Borrower’s non-credit-enhanced, senior unsecured long-term debt; provided that (a) if the respective Debt Ratings issued by the foregoing rating agencies differ by one level, then the Pricing Level for the higher of such Debt Ratings shall apply (with the Debt Rating for Pricing Level 1 being the highest and the Debt Rating for Pricing Level 5 being the lowest); (b) if there is a split in Debt Ratings of more than one level, then the Pricing Level that is one level lower than the Pricing Level of the higher Debt Rating shall apply; (c) if the Borrower has only one Debt Rating (i) as a result of either S&P or Moody’s failure to continue to rate any issuer’s non-credit-enhanced, senior unsecured long-term debt, then the Pricing Level shall be based on such Debt Rating that remains available (e.g., if Moody’s Debt Rating corresponds to Pricing Level 1 and S&P is no longer in the business of rating any issuer’s non-credit-enhanced, senior unsecured long-term debt, then Pricing Level 1 shall apply) or (ii) for any other reason, then the Pricing Level that is one level lower than that of such Debt Rating shall apply; and (d) if the Borrower does not have any Debt Rating, Pricing Level 5 shall apply until the earlier of (A) such time as S&P and/or Moody’s provides another Debt Rating or (B) the Required Lenders have agreed to an alternative pricing grid or other method for determining Pricing Levels pursuant to an effective amendment to this Agreement.

Initially, the Applicable Rate shall be determined based upon the Debt Rating for Pricing Level 3. Thereafter, each change in the Applicable Rate resulting from a publicly announced change in the Debt Rating shall be effective, in the case of an upgrade, during the period commencing on the date of delivery by the Borrower to the Administrative Agent of notice thereof pursuant to Section 6.06 and ending on the date immediately preceding the effective date of the next such change and, in the case of a downgrade, during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arrangers” means MLPFSI, JPMSL, STRH and WFSL in their capacities as joint lead arrangers under the Agreement.

“Asset Disposition” means the disposition of any or all of the assets (including without limitation the disposition of accounts and notes receivable, the sale of the Capital Stock of a Subsidiary to a Person other than the Borrower or a Subsidiary of the Borrower and any Equity Issuance of Capital Stock of a Subsidiary to a Person other than the Borrower or a Subsidiary of the Borrower) of the Borrower or any of its Subsidiaries whether by sale, lease, transfer or otherwise. The term “Asset Disposition” shall not include (a) the sale of inventory or Cash Equivalents in the ordinary course of business, (b) the sale or disposition of fixed assets no longer used or useful in the conduct of such Person’s business, (c) any Equity Issuance of Capital Stock of the Borrower, (d) transfers of assets to the Borrower or from a Subsidiary of the Borrower to a Wholly-Owned Subsidiary of the Borrower, (e) transfers of assets required in connection with any Permitted Securitization Transaction or (f) transfers of assets which individually account for less than \$1,000,000 of the Consolidated Operating Profit for the immediately preceding Fiscal Year.

“Assignee Group” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 11.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit D-1 or any other form (including electronic documentation generated by MarkitClear or another electronic platform) approved by the Administrative Agent.

“Audited Financial Statements” means the audited consolidated balance sheet of the Borrower and its Subsidiaries for the fiscal year ended December 31, 2011, and the related consolidated statements of income or operations, shareholders’ equity and cash flows for such fiscal year of the Borrower and its Subsidiaries, including the notes thereto.

“Auto-Extension Letter of Credit” has the meaning specified in Section 2.04(b)(iii).

“Availability Period” means the period from and including the Closing Date to the earliest of (a) the Maturity Date, (b) the date of termination of the Aggregate Commitments pursuant to Section 2.07, and (c) the date of termination of the commitment of each Lender to make Loans and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 9.02.

“Bank of America” means Bank of America, N.A. and its successors.

“Bankruptcy Event” means any of the events set forth in Section 9.01(i) or (j) or any of those events which with the passage of time, the giving of notice or any other condition would constitute such an event, in respect of the Borrower or any of its Subsidiaries.

“Base Rate” means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its “prime rate”, and (c) the Eurodollar Rate plus 1.00%. The “prime rate” is a rate set by Bank of America based upon various factors including Bank of America’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

“Base Rate Committed Loan” means a Committed Loan that is a Base Rate Loan.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate. All Base Rate Loans shall be denominated in Dollars.

“Borrower” has the meaning specified in the introductory paragraph hereto.

“Borrower Materials” has the meaning specified in Section 6.01(c).

“Borrowing” means a Committed Borrowing or a Swing Line Borrowing, as the context may require.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent’s Office is located and, if such day relates to any Eurodollar Rate Loan, means any such day that is also a London Banking Day.

“Capital Lease” means, with respect to any Person, any lease of any property that should, in accordance with GAAP, be classified and accounted for as a capital lease on a Consolidated balance sheet of such Person and its Consolidated Subsidiaries.

“Capital Stock” means (a) in the case of a corporation, capital stock; (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock; (c) in the case of a partnership, partnership interests (whether general or limited); (d) in the case of a limited liability company, membership interests; and (e) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“Cash Collateralize” means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Administrative Agent, L/C Issuer or Swing Line Lender (as applicable) and the Lenders, as collateral for L/C Obligations, Obligations in respect of Swing Line Loans, or obligations of Lenders to fund participations in respect of either thereof (as the context may require), cash or deposit account balances or, if the L/C Issuer or Swing Line Lender benefitting from such collateral shall agree in its sole discretion, other credit support, in each case to the extent required pursuant to this Agreement and pursuant to documentation in form and substance satisfactory to (a) the Administrative Agent and (b) the L/C Issuer or the Swing Line Lender (as applicable). “Cash Collateral” shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

“Cash Equivalent” means (a) securities issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the United States of America is pledged in support thereof) having maturities of not more than 12 months from the date of acquisition; (b) U.S. dollar denominated time and demand deposits and certificates of deposit of (i) any Lender, (ii) any domestic commercial bank having capital and surplus in excess of \$500,000,000 or (iii) any bank whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody’s is at least P-1 or the equivalent thereof (any such bank being an “Approved Bank”), in each case with maturities of not more than 270 days from the date of acquisition; (c) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by, any domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody’s and maturing within six months of the date of acquisition; (d) repurchase agreements with a bank or trust company (including any of the Lenders) or securities dealer having capital and surplus in excess of \$500,000,000 for direct obligations issued by or fully guaranteed by the United States of America in which the Borrower shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of at least 100% of the amount of the repurchase obligations; and (e) Investments, classified in accordance with GAAP as current assets, in money market investment programs registered under the Investment Company Act of 1940, as amended, which are administered by financial institutions having capital of at least \$500,000,000 and the portfolios of which are limited to Investments of the character described in the foregoing clauses (a) through (d).

“Change in Control” has the meaning specified in Section 9.01(h).

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority; or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Closing Date” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 11.01.

“Code” means the Internal Revenue Code of 1986.

“Commitment” means, as to each Lender, its obligation to (a) make Committed Loans to the Borrower pursuant to Section 2.01, (b) purchase participations in L/C Obligations, and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the Dollar amount set forth opposite such Lender’s name on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“Committed Borrowing” means a borrowing consisting of simultaneous Committed Loans of the same Type, and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01.

“Committed Loan” has the meaning specified in Section 2.01.

“Committed Loan Notice” means a notice of (a) a Committed Borrowing, (b) a conversion of Committed Loans from one Type to the other, or (c) a continuation of Eurodollar Rate Loans, pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A.

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

“Consolidated” means, when used with reference to financial statements or financial statement items of a Person and its Subsidiaries, such statements or items on a consolidated basis in accordance with applicable principles of consolidation under GAAP.

“Consolidated EBITDA” means, for any period, as applied to the Borrower and its Consolidated Subsidiaries without duplication, the sum of the amounts for such period of: (a) Consolidated Net Income, plus (b) an amount which, in the determination of Consolidated Net Income has been deducted for (i) Consolidated Interest Expense, (ii) all federal and state income tax expense, (iii) depreciation and amortization expense, and (iv) all other non-cash charges, all of the foregoing as determined and computed on a Consolidated basis in accordance with GAAP; provided that for purposes of calculating Consolidated EBITDA of the Borrower for any period of four consecutive fiscal quarters (each, a “Reference Period”) pursuant to any determination of the Leverage Ratio, (A) the Consolidated EBITDA of (or attributable to) (1) any other Person, (2) all or substantially all of the business or assets of any other Person or (3) operating division or business unit of any other Person, acquired by, or merged into or consolidated with, the Borrower or one of its Consolidated Subsidiaries during such Reference Period, in each case under this clause (A), shall be included on a pro forma basis for such Reference Period as if such acquisition, merger or consolidation in connection therewith occurred on the first day of such Reference Period and (B) the Consolidated EBITDA of (or attributable to) (1) any Consolidated Subsidiary whose Capital Stock is sold or otherwise transferred to any Person other than to the Borrower or to a Consolidated Subsidiary of the Borrower during such Reference Period such that as a result of such sale or transfer such Consolidated Subsidiary ceases to be a Subsidiary of the Borrower, (2) assets (whether all or substantially all) of the Borrower or any Consolidated Subsidiary sold, leased or otherwise transferred to any Person other than to the Borrower or to a Subsidiary of the Borrower during such Reference Period or (3) an operating division or business unit of the Borrower or any Consolidated Subsidiary sold, leased or otherwise transferred to any Person other than to the Borrower or to a Consolidated Subsidiary of the Borrower during such Reference Period, in each case under this clause (B), shall be excluded on a pro forma basis for such Reference Period as if the consummation of such sale, lease or other transfer occurred on the first day of such Reference Period so long as the Consolidated EBITDA of (or attributable to) such Capital Stock, asset, operating division or business unit sold or otherwise transferred, exceeds 5% of Consolidated Operating Profit for the immediately preceding Fiscal Year.

“Consolidated Funded Debt” means, as of any date, without duplication, all Debt of the Borrower and its Consolidated Subsidiaries of the type referred to in clauses (a), (b), (f), (g), (h), (i), (j) (but in the case of clause (j), only to the extent of any drawn amount of such letters of credit) and (l) and (m) of the definition of “Debt” set forth in this Section 1.01, all of the foregoing as determined and computed on a Consolidated basis in accordance with GAAP. Any Debt described in clauses (l) and (m) of the definition of Debt shall be included in the calculation of Consolidated Funded Debt even if the applicable Subsidiary (including any Permitted Securitization Subsidiary) is not consolidated under GAAP.

“Consolidated Interest Expense” means, for any period, as applied to the Borrower and its Consolidated Subsidiaries, for any period determined on a consolidated basis in accordance with GAAP, the sum of (a) total interest expense, including without limitation the interest component of any payments in respect of capital leases capitalized or expensed during such period (whether or not actually paid during such period) *plus* (b) the net amount payable (*or minus* the net amount receivable) under Hedging Agreements during such period (whether or not actually paid or received during such period), in each case as determined and computed on a Consolidated basis in accordance with GAAP.

“Consolidated Net Income” means, for any period, the net income, after taxes, of the Borrower and its Consolidated Subsidiaries for such period as determined and computed on a Consolidated basis in accordance with GAAP.

“Consolidated Net Tangible Assets” means, as of any date, Consolidated Total Assets, less the sum of the value, as set forth or reflected in the most recent Consolidated balance sheet of the Borrower and its Consolidated Subsidiaries, prepared in accordance with GAAP of:

- (a) All assets which would be treated as intangible assets for balance sheet presentation purposes under GAAP, excluding “Purchased Data Files,” but including, without limitation, goodwill (as determined by the Borrower in a manner consistent with its past accounting practices and in accordance with GAAP), trademarks, tradenames, copyrights, patents and technologies, and unamortized debt discount and expense;

(b) To the extent not included in clause (a) of this definition, any amount at which shares of Capital Stock of the Borrower appear as an asset on the balance sheet of its Consolidated Subsidiaries; and

(c) To the extent not included in clause (a) of this definition, deferred expenses.

“Consolidated Operating Profit” means, for any period, the Operating Profit of the Borrower and its Consolidated Subsidiaries, all of the foregoing as determined and computed on a Consolidated basis in accordance with GAAP.

“Consolidated Subsidiary” means, at any date, any Subsidiary or other entity the accounts of which, in accordance with GAAP, are Consolidated with those of the Borrower in its Consolidated financial statements as of such date.

“Consolidated Total Assets” means, as of any date, the assets and properties of the Borrower and its Consolidated Subsidiaries, as determined and computed on a Consolidated basis in accordance with GAAP.

“Credit Extension” means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“CSC” means Computer Sciences Corporation, a Nevada corporation.

“CSC Agreement” means the Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, dated as of the 1st day of August, 1988, among EIS, the Borrower, CSC and certain other parties, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

“CSC Put” means the right of certain subsidiaries of CSC under the CSC Agreement to require EIS to purchase their credit reporting businesses within 180 days after notice.

“Debt” of any Person means at any date, without duplication:

(a) all obligations of such Person for borrowed money;

(b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments;

(c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business);

(d) all obligations of such Person (i) issued or assumed as the deferred purchase price of Property or services purchased by such Person (other than trade debt incurred in the ordinary course of business on terms customary in the trade) which would appear as liabilities on a balance sheet of such Person or (ii) arising out of the CSC Put after the receipt by the Borrower or any of its Subsidiaries of notice from CSC or any of its Subsidiaries regarding the intent to exercise the CSC Put;

(e) all obligations of such Person under take or pay or similar arrangements or under commodities agreements;

(f) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed; provided that for purposes hereof the amount of such Debt shall be limited to the greater of (i) the amount of such Debt as to which there is recourse to such Person and (ii) the fair market value of the property which is subject to the Lien;

(g) all Support Obligations of such Person with respect to a Debt of another Person;

(h) the principal portion of all obligations of such Person under Capital Leases;

(i) all net obligations of such Person in respect of Hedging Agreements;

(j) the maximum amount of all standby letters of credit issued or bankers' acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed or not cash collateralized);

(k) all preferred stock issued by such Person and required by the terms thereof to be redeemed, or for which mandatory sinking fund payments are due, by a fixed date;

(l) the outstanding attributed principal amount under any asset securitization program of such Person (including without limitation any notes or accounts receivable financing program); and

(m) the principal balance outstanding under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product to which such Person is a party, where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease in accordance with GAAP.

The Debt of any Person shall include the Debt of any partnership or joint venture in which such Person is a general partner or a joint venturer, but only to the extent to which there is recourse to the assets (other than the ownership interest in such partnership or joint venture) of such Person for payment of such Debt.

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

“Default” means any of the events specified in Section 9.01 which, with the passage of time, the giving of notice or any other condition, would constitute an Event of Default.

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

“Defaulting Lender” means, subject to Section 2.15(b), any Lender that (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans or participations in respect of Letters of Credit or Swing Line Loans, within three Business Days of the date required to be funded by it hereunder, unless such Lender has delivered written notice to the Administrative Agent and the Borrower indicating that such obligation is the subject of a good faith dispute as to the satisfaction of one or more conditions precedent to funding (which notice shall specifically identify the particular Default, if any), (b) has notified the Borrower, the Administrative Agent or any Lender that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Administrative Agent, to confirm in a manner reasonably satisfactory to the Administrative Agent that it will comply with its funding obligations, or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment (provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority), in each case, as the Administrative Agent may reasonably determine based solely on the foregoing.

“Dollar” and “\$” mean lawful money of the United States.

“Domestic Subsidiary” means any Subsidiary that is organized under the laws of any political subdivision of the United States.

“EIS” means Equifax Information Services, LLC, formerly known as Equifax Credit Information Services, Inc.

“Eligible Assignee” means any Person that meets the requirements to be an assignee under Section 11.06(b)(iii), and (v) (subject to such consents, if any, as may be required under Section 11.06(b)(iii)).

“Environmental Laws” means any and all Federal, state, local and foreign laws, statutes, ordinances, rules, regulations, permits, licenses, approvals, binding interpretations and orders of courts or Governmental Authorities, relating to the protection of human health or the environment, including, but not limited to, requirements pertaining to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling, reporting, licensing, permitting, investigation or remediation of Hazardous Materials.

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

“Environmental Permits” shall have the meaning assigned thereto in Section 5.01(h)(iii).

“Equifax Canada” has the meaning specified in the introductory paragraph hereto.

“Equifax Limited” has the meaning specified in the introductory paragraph hereto.

“Equifax Luxembourg” has the meaning specified in the introductory paragraph hereto.

“Equity Issuance” means any issuance by the Borrower or any of its Subsidiaries to any Person other than the Borrower or any of its Subsidiaries of (a) shares of its Capital Stock, (b) any shares of its Capital Stock pursuant to the exercise of options or warrants or (c) any shares of its Capital Stock pursuant to the conversion of any debt securities to equity.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a “substantial employer” as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate or, the treatment of a Pension Plan amendment as a termination under Section 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan; (f) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (g) the determination that any Pension Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 and 305 of ERISA; or (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

“Eurodollar Rate” means:

(a) for any Interest Period with respect to a Eurodollar Rate Loan, the rate per annum equal to (i) the British Bankers Association LIBOR Rate or the successor thereto if the British Bankers Association is no longer making a LIBOR rate available (“LIBOR”), as published by Reuters (or such other commercially available source providing quotations of LIBOR as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two London Banking Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period or, (ii) if such rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurodollar Rate Loan being made, continued or converted and with a term equivalent to such Interest Period would be offered by Bank of America’s London Branch to major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two London Banking Days prior to the commencement of such Interest Period; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to (i) LIBOR, at approximately 11:00 a.m., London time determined two London Banking Days prior to such date for Dollar deposits being delivered in the London interbank market for a term of one month commencing that day or (ii) if such published rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the date of determination in same day funds in the approximate amount of the Base Rate Loan being made or maintained and with a term equal to one month would be offered by Bank of America’s London Branch to major banks in the London interbank Eurodollar market at their request at the date and time of determination.

“Eurodollar Rate Loan” means a Committed Loan that bears interest at a rate based on clause (a) of the definition of “Eurodollar Rate”.

“Event of Default” means any of the events specified in Section 9.01, provided that any requirement for passage of time, giving of notice, or any other condition, has been satisfied.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to any Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 11.13) or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 3.01(a)(ii), (a)(iii) or (c), amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.01(e) and (d) any U.S. federal withholding Taxes imposed pursuant to FATCA.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471 (b) (1) of the Code.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

"Fee Letter" means the letter agreement, dated as of November 7, 2012 the Borrower, the Administrative Agent and MLPFSI.

"Fiscal Year" means the fiscal year of the Borrower and its Subsidiaries ending on or about December 31.

"Foreign Lender" means any Lender, with respect to the Borrower, that is organized under the Laws of a jurisdiction other than that in which the Borrower is resident for tax purposes (including such a Lender when acting in the capacity of the L/C Issuer). For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Subsidiary" means any Subsidiary that is organized under the laws of a jurisdiction other than the United States, a State thereof or the District of Columbia.

“Fronting Exposure” means, at any time there is a Defaulting Lender, (a) with respect to the L/C Issuer, such Defaulting Lender’s Applicable Percentage of the outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to the Swing Line Lender, such Defaulting Lender’s Applicable Percentage of Swing Line Loans other than Swing Line Loans as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“Governmental Approvals” means all authorizations, consents, approvals, licenses and exemptions of, registrations and filings with, and reports to, all Governmental Authorities.

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

“Hazardous Materials” means any substances or materials (a) which are or become regulated or defined as hazardous wastes, hazardous substances, pollutants, contaminants, chemical substances or mixtures or toxic substances under any Environmental Law; (b) which are toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise harmful to human health or the environment and are or become regulated by any Governmental Authority; (c) the presence of which require investigation or remediation under any Environmental Law; (d) the discharge or emission or release of which requires a permit or license under any Applicable Law or other Governmental Approval; or (e) which contain, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde foam insulation, petroleum hydrocarbons, petroleum derived substances or waste, crude oil, nuclear fuel, natural gas or synthetic gas.

“Hedging Agreement” means any agreement with respect to an interest rate swap, collar, cap, floor or forward rate agreement, foreign currency agreement or other agreement regarding the hedging of interest rate risk exposure executed in connection with hedging the interest rate exposure of any Person, and any confirming letter executed pursuant to such hedging agreement, all as amended, amended and restated, supplemented or otherwise modified from time to time.

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

“Indemnitees” has the meaning specified in Section 11.04(b).

“Information” has the meaning specified in Section 11.07.

“Interest Payment Date” means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; provided that if any Interest Period for a Eurodollar Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan (including a Swing Line Loan), the last Business Day of each March, June, September and December and the Maturity Date.

“Interest Period” means as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date one, two, three or six months thereafter, as selected by the Borrower in its Committed Loan Notice or, in the case of Eurodollar Rate Loans, such other period that is twelve months or less requested by the Borrower and consented to by all the Lenders; provided that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) no Interest Period shall extend beyond the Maturity Date.

“Investment” in any Person means (a) the acquisition (whether for cash, property, services, assumption of Debt, securities or otherwise) of shares of Capital Stock, bonds, notes, debentures, partnership, joint ventures or other ownership interests or securities issued by such Person; (b) any deposit with, or advance, loan or other extension of credit to, such Person (other than those made in connection with the purchase of equipment or other assets in the ordinary course of business); or (c) any other capital contribution to or investment in such Person including, without limitation, any Support Obligation (including any support for a letter of credit issued on behalf of such person) incurred for the benefit of such Person.

“IRS” means the United States Internal Revenue Service.

“ISP” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

“Issuer Documents” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and the Borrower (or any Subsidiary) or in favor of the L/C Issuer and relating to such Letter of Credit.

“JPMSL” means J.P. Morgan Securities LLC.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“L/C Advance” means, with respect to each Lender, such Lender’s funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage. All L/C Advances shall be denominated in Dollars.

“L/C Borrowing” means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Committed Borrowing. All L/C Borrowings shall be denominated in Dollars.

“L/C Credit Extension” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“L/C Issuer” means Bank of America in its capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

“L/C Obligations” means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit ~~plus~~ the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“Lender” has the meaning specified in the introductory paragraph hereto and, as the context requires, includes the Swing Line Lender.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“Letter of Credit” means any letter of credit issued hereunder providing for the payment of cash upon the honoring of a presentation thereunder. A Letter of Credit may be a commercial letter of credit or a standby letter of credit. All Letters of Credit shall be issued in Dollars.

“Letter of Credit Application” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

“Letter of Credit Expiration Date” means the day that is seven days prior to the Maturity Date then in effect (or, if such day is not a Business Day, the next preceding Business Day).

“Letter of Credit Fee” has the meaning specified in Section 2.03(h).

“Letter of Credit Sublimit” is, as of the Closing Date, equal to zero Dollars (\$0). The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments.

“Leverage Ratio” means, as of the last day of any fiscal quarter, the ratio of (a) Consolidated Funded Debt on such day to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters ending as of such day.

“Lien” means any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any easement, right of way or other encumbrance on title to real property). For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capital Lease (excluding, however, any synthetic leases) or other title retention agreement relating to such asset.

“Loan” means an extension of credit by a Lender to the Borrower under Article II in the form of a Committed Loan or a Swing Line Loan.

“Loan Documents” means this Agreement, each Note, each Issuer Document, any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.15 of this Agreement and the Fee Letter.

“Material Adverse Effect” means any of (a) a material adverse effect on the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the Borrower and its Subsidiaries taken as a whole; (b) a material adverse effect on the ability of the Borrower to perform its obligations under the Loan Documents; or (c) a material adverse effect on the rights or remedies of the Lenders or the Administrative Agent hereunder or under any other Loan Document.

“Material Subsidiary” means at any time any direct or indirect Subsidiary of the Borrower having: (a) assets in an amount equal to at least 5% of the total assets of the Borrower and its Subsidiaries determined on a consolidated basis as of the last day of the most recent fiscal quarter of the Borrower at such time; or (b) revenues or net income in an amount equal to at least 5% of the total revenues or net income of the Borrower and its Subsidiaries on a consolidated basis for the 12-month period ending on the last day of the most recent fiscal quarter of the Borrower at such time.

“Maturity Date” means the date that is 364 days following the Closing Date; provided that if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

“MLPFSI” means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Multi-Year Credit Agreement” means that certain credit agreement, dated as of February 18, 2011, among the Borrower, certain subsidiaries of the Borrower from time to time party thereto, as designated borrowers, the lenders from time to time party thereto and Bank of America, as the administrative agent.

“Multiemployer Plan” means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

“Multiple Employer Plan” means a Plan which has two or more contributing sponsors (including the Borrower or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

“Non-Extension Notice Date” has the meaning specified in Section 2.03(b)(iii).

“Note” means a promissory note made by the Borrower in favor of a Lender evidencing Loans made by such Lender to the Borrower, substantially in the form of Exhibit B.

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, the Borrower arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Borrower or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“Officer’s Compliance Certificate” has the meaning specified in Section 6.02.

“Operating Profit” means, as applied to any Person for any period, the operating revenue of such Person for such period, less (a) its costs of services for such period and (b) its selling, general and administrative costs for such period but excluding therefrom all extraordinary gains or losses, all as determined and computed in accordance with GAAP.

“Organization Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

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

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.06).

“Outstanding Amount” means (a) with respect to Committed Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Loans occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

“Overnight Rate” means, for any day, the greater of (i) the Federal Funds Rate and (ii) an overnight rate determined by the Administrative Agent, the L/C Issuer, or the Swing Line Lender, as the case may be, in accordance with banking industry rules on interbank compensation.

“Participant” has the meaning specified in Section 11.06(d).

“Participant Register” has the meaning specified in Section 11.06(d).

“PBGC” means the Pension Benefit Guaranty Corporation.

“Pension Act” means the Pension Protection Act of 2006.

“Pension Funding Rules” means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Pension Plans and set forth in, with respect to plan years ending prior to the effective date of the Pension Act, Section 412 of the Code and Section 302 of ERISA, each as in effect prior to the Pension Act and, thereafter, Section 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

“Pension Plan” means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is maintained or is contributed to by the Borrower and any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

“Permitted Securitization Subsidiary” means any Subsidiary of the Borrower that (a) is directly or indirectly wholly-owned by the Borrower; (b) is formed and operated solely for purposes of a Permitted Securitization Transaction; provided that such Permitted Securitization Subsidiary may invest up to \$3,500,000 in publicly traded stock of one or more Persons; and (c) has Organization Documents which limit the permitted activities of such Permitted Securitization Subsidiary to the acquisition of accounts receivable and related rights from the Borrower or one or more of its Consolidated Subsidiaries or another Permitted Securitization Subsidiary, the securitization or other financing of such accounts receivable and related rights and activities necessary or incidental to the foregoing.

“Permitted Securitization Transaction” means the transfer by the Borrower or one or more of its Consolidated Subsidiaries of receivables and rights related thereto to one or more Permitted Securitization Subsidiaries and the related financing of such receivables and rights related thereto; provided that the aggregate total amount of all Debt outstanding to third parties under all Permitted Securitization Transactions shall not exceed \$250,000,000 in the aggregate outstanding at any time.

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

“Plan” means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the Borrower or any ERISA Affiliate or any such Plan to which the Borrower or any ERISA Affiliate is required to contribute on behalf of any of its employees.

“Platform” has the meaning specified in Section 6.01(c).

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“Public Lender” has the meaning specified in Section 6.01.

“Recipient” means the Administrative Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder.

“Reference Period” has the meaning specified in the definition of “Consolidated EBITDA”.

“Register” has the meaning specified in Section 11.06(c).

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

“Reportable Event” means any of the events set forth in Section 4043(d) of ERISA, other than events for which the 30 day notice period has been waived.

“Request for Credit Extension” means (a) with respect to a Borrowing, conversion or continuation of Committed Loans, a Committed Loan Notice; (b) with respect to an L/C Credit Extension, a Letter of Credit Application; and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

“Required Lenders” means, as of any date of determination, Lenders having more than 50% of the Aggregate Commitments or, if the commitment of each Lender to make Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 9.02, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

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

“Restricted Investments” means Investments in joint ventures and other Persons which are not Consolidated Subsidiaries. Restricted Investments shall not include Investments made in the acquisition of a Person which becomes a Consolidated Subsidiary upon the closing of such acquisition.

“Restricted Payment” means (a) any dividend or other payment or distribution, direct or indirect, on account of any shares of any class of Capital Stock of the Borrower or any of its Subsidiaries, now or hereafter outstanding (including without limitation any payment in connection with any dissolution, merger, consolidation or disposition involving any of the Borrower or any of its Subsidiaries), or to the holders, in their capacity as such, of any shares of any class of Capital Stock of the Borrower or any of its Subsidiaries, now or hereafter outstanding (other than dividends or distributions payable in Capital Stock of the applicable Person and dividends or distributions payable (directly or indirectly through Subsidiaries) to the Borrower or any Wholly-Owned Subsidiary of the Borrower); (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of Capital Stock of the Borrower or any of its Subsidiaries, now or hereafter outstanding (other than such transactions payable (directly or indirectly through Subsidiaries) to the Borrower or any Wholly-Owned Subsidiary of the Borrower); and (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Capital Stock of the Borrower or any of its Subsidiaries (other than such payments payable (directly or indirectly through Subsidiaries) to the Borrower or any Wholly-Owned Subsidiary of the Borrower).

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

“Sale and Leaseback Transaction” means any direct or indirect arrangement with any Person or to which any such Person is a party, providing for the leasing to the Borrower or Subsidiary thereof of any Property, whether owned by the Borrower or Subsidiary as of the Closing Date or later acquired, which has been or is to be sold or transferred by the Borrower or Subsidiary to such Person or to any other Person from whom funds have been, or are to be, advanced by such Person on the security of such Property.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“STRH” means SunTrust Robinson Humphrey, Inc.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Borrower.

“Support Obligation” means, with respect to any Person and its Subsidiaries, without duplication, any obligation, contingent or otherwise, of any such Person pursuant to which such Person has directly or indirectly guaranteed any Debt of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of any such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt (whether arising by virtue of partnership arrangements, by agreement to keep well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement condition or otherwise) or (b) entered into for the purpose of assuring in any other manner the obligee of such Debt of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided that the term Support Obligation shall not include (i) endorsements for collection or deposit in the ordinary course of business or (ii) a contractual commitment by one Person to invest in another Person for so long as such investment is an Investment permitted under this Agreement.

“Swing Line Borrowing” means a borrowing of a Swing Line Loan pursuant to Section 2.04.

“Swing Line Lender” means Bank of America in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

“Swing Line Loan” has the meaning specified in Section 2.04(a).

“Swing Line Loan Notice” means a notice of a Swing Line Borrowing pursuant to Section 2.04(b), which, if in writing, shall be in the form agreed to among the Borrower, the Administrative Agent and the Swing Line Lender.

“Swing Line Sublimit” is, as of the Closing Date, equal to zero Dollars (\$0). The Swing Line Sublimit is part of, and not in addition to, the Aggregate Commitments.

“TARGET Day” means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) payment system (or, if such payment system ceases to be operative, such other payment system (if any) determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euro.

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

“Total Outstandings” means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

“Type” means, with respect to a Committed Loan, its character as a Base Rate Loan or aEurodollar Rate Loan.

“U.S. Person” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(c)(ii)(B)(III).

“United States” and “U.S.” mean the United States of America.

“Unreimbursed Amount” has the meaning specified in Section 2.03(c)(i).

“WFSL” means Wells Fargo Securities, LLC.

“Wholly-Owned” means, with respect to a Subsidiary, that all of the shares of capital stock or other ownership interests of such Subsidiary (except directors’ qualifying shares, or, in the case of any Subsidiary which is not organized or created under the laws of the United States or any political subdivision thereof, such nominal ownership interests which are required to be held by third parties under the laws of the foreign jurisdiction under which such Subsidiary was incorporated or organized) are, directly or indirectly, owned or controlled by the Borrower and/or one or more of its Wholly-Owned Subsidiaries.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document); (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns; (iii) the words “hereto,” “herein,” “hereof” and “hereunder”, and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof; (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear; (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time; and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

ARTICLE II. THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Committed Loans. Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a "Committed Loan") to the Borrower in Dollars from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Lender's Commitment; provided that after giving effect to any Committed Borrowing, (i) the Total Outstandings shall not exceed the Aggregate Commitments and (ii) the aggregate Outstanding Amount of the Committed Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Commitment. Within the limits of each Lender's Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Committed Loans may be Base Rate Loans or Eurodollar Rate Loans, as further provided herein.

2.02 Borrowings, Conversions and Continuations of Committed Loans.

(a) Each Committed Borrowing, each conversion of Committed Loans from one Type to the other, and each continuation of Eurodollar Rate Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. (i) three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Rate Loans or of any conversion of Eurodollar Rate Loans to Base Rate Committed Loans, and (ii) on the requested date of any Borrowing of Base Rate Committed Loans provided that if the Borrower wishes to request Eurodollar Rate Loans having an Interest Period other than one, two, three or six months in duration as provided in the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than 11:00 a.m. three Business Days prior to the requested date of such Borrowing, conversion or continuation of Eurodollar Rate Loans, whereupon the Administrative Agent shall give prompt notice to the Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 11:00 a.m. two Business Days before the requested date of such Borrowing, conversion or continuation of Eurodollar Rate Loans, the Administrative Agent shall notify the Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders. Each telephonic notice by the Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Except as provided in Sections 2.03(c) and 2.04(c), each Committed Borrowing of or conversion to Base Rate Committed Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof. Each Committed Loan Notice (whether telephonic or written) shall specify (i) whether the Borrower is requesting a Committed Borrowing, a conversion of Committed Loans from one Type to the other, or a continuation of Eurodollar Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Committed Loans to be borrowed, converted or continued, (iv) the Type of Committed Loans to be borrowed or to which existing Committed Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Committed Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Committed Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Committed Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in the preceding subsection. In the case of a Committed Borrowing, each Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Bank of America with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided that if, on the date the Committed Loan Notice with respect to such Borrowing is given by the Borrower, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and second, shall be made available to the Borrower as provided above.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Rate Loan. During the existence of a Default, no Loans may be requested as, converted to or continued as Eurodollar Rate Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Rate Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in Bank of America's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Committed Borrowings, all conversions of Committed Loans from one Type to the other, and all continuations of Committed Loans as the same Type, there shall not be more than ten Interest Periods in effect with respect to Committed Loans.

2.03 Letters of Credit.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein (including, in particular, and without limiting the generality of Section 11.19), (A) the L/C Issuer agrees, in reliance upon the agreements of the Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit denominated in Dollars for the account of the Borrower or its Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with clause (b) below, and (2) to honor drawings under the Letters of Credit; and (B) the Lenders severally agree to participate in Letters of Credit issued for the account of the Borrower or its Subsidiaries and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Total Outstandings shall not exceed the Aggregate Commitments, (y) the aggregate Outstanding Amount of the Committed Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Commitment, and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. 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 to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) The L/C Issuer shall not issue any Letter of Credit, if:

(A) subject to Section 2.03(b)(iii), the expiry date of the requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Lenders have approved such expiry date; or

(B) the expiry date of the requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Lenders have approved such expiry date.

(iii) The L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing the Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon the L/C Issuer with respect to the Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

(B) the issuance of the Letter of Credit would violate one or more policies of the L/C Issuer applicable to letters of credit generally;

(C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, the Letter of Credit is in an initial stated amount less than \$25,000, in the case of a commercial Letter of Credit, or \$25,000, in the case of a standby Letter of Credit;

(D) the Letter of Credit is to be denominated in a currency other than Dollars;

(E) any Lender is at that time a Defaulting Lender, unless the L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the L/C Issuer (in its sole discretion) with the Borrower or such Lender to eliminate the L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.15(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which the L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion; or

(F) the Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder.

(iv) The L/C Issuer shall not amend any Letter of Credit if the L/C Issuer would not be permitted at such time to issue the Letter of Credit in its amended form under the terms hereof.

(v) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of the Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(vi) The L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of Letters of Credit Auto-Extension Letters of Credit

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 11:00 a.m. at least two Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the purpose and nature of the requested Letter of Credit; and (H) such other matters as the L/C Issuer may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as the L/C Issuer may require. Additionally, the Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Lender, the Administrative Agent or the Borrower, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article IV shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower (or the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Letter of Credit.

(iii) If the Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the Borrower shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided that the L/C Issuer shall not permit any such extension if (A) the L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.03(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Lender or the Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing the L/C Issuer not to permit such extension.

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

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the 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 the L/C Issuer under a Letter of Credit to be reimbursed in Dollars (each such date, an "Honor Date"), the Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse the 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 Applicable Percentage thereof. In such event, the Borrower shall be deemed to have requested a Committed 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 Loans, 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 Committed Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.03(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) Each Lender shall upon any notice pursuant to Section 2.03(c)(i) make funds available (and the Administrative Agent may apply Cash Collateral provided for this purpose) for the account of the L/C Issuer, in Dollars, at the Administrative Agent's Office for Dollar-denominated payments in an amount equal to its Applicable Percentage 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 Committed Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer in Dollars.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Committed Borrowing of Base Rate Loans because the conditions set forth in Section 4.02 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the 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 the L/C Issuer pursuant to Section 2.03(c)(ii) 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 2.03.

(iv) Until a Lender funds its Committed Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Applicable Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each Lender's obligation to make Committed Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the 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 that each Lender's obligation to make Committed Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Borrower of a Committed Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), then, without limiting the other provisions of this Agreement, the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by the L/C Issuer in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Committed Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the 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 Participations.

(i) At any time after the 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 2.03(c), if the Administrative Agent receives for the account of the 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 Applicable Percentage thereof in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Applicable Percentage 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 applicable Overnight Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

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

- (i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;
- (ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary 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 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 L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the 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 or any Subsidiary.

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 L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against the 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, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee 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 Issuer Document. 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 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, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.03(e); and provided, further, 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) Applicability of ISP and UCP. Unless otherwise expressly agreed by the L/C Issuer and the Borrower when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance shall apply to each commercial Letter of Credit.

(h) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage, in Dollars, a Letter of Credit fee (the "Letter of Credit Fee") for each Letter of Credit equal to the Applicable Rate times the daily amount available to be drawn under such Letter of Credit; provided that any Letter of Credit Fees otherwise payable for the account of a Defaulting Lender with respect to any Letter of Credit as to which such Defaulting Lender has not provided Cash Collateral satisfactory to the L/C Issuer pursuant to this Section 2.03 shall be payable, to the maximum extent permitted by applicable Law, to the other Lenders in accordance with the upward adjustments in their respective Applicable Percentages allocable to such Letter of Credit pursuant to Section 2.15(a)(iv), with the balance of such fee, if any, payable to the L/C Issuer for its own account. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. Letter of Credit Fees shall be (i) 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 and (ii) computed on a quarterly basis in arrears. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each standby Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Lenders, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate.

(i) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. With respect to Letters of Credit, the Borrower shall pay directly to Bank of America, in its capacity as L/C Issuer, for its own account, in Dollars, a fronting fee (i) with respect to each commercial Letter of Credit, at the rate specified in the Fee Letter, computed on the amount of such Letter of Credit, and payable upon the issuance thereof, (ii) with respect to any amendment of a commercial Letter of Credit increasing the amount of such Letter of Credit, at a rate separately agreed between the Borrower and the L/C Issuer, computed on the amount of such increase, and payable upon the effectiveness of such amendment, and (iii) with respect to each standby Letter of Credit, at the rate per annum specified in the Fee Letter, computed on the daily amount available to be drawn under such Letter of Credit on a quarterly basis in arrears. Such fronting fee shall be due and payable on the tenth Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), 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. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. In addition, the Borrower shall pay directly to the L/C Issuer for its own account, in Dollars, 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.

(j) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(k) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, the Borrower shall be obligated to reimburse the L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein (including, in particular, and without limiting the generality of Section 11.19), the Swing Line Lender, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, may in its sole discretion make loans in Dollars (each such loan, a Swing Line Loan) to the Borrower from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Committed Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Commitment; provided that after giving effect to any Swing Line Loan, (i) the Total Outstandings shall not exceed the Aggregate Commitments, and (ii) the aggregate Outstanding Amount of the Committed Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Commitment, and provided, further, that the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Each Swing Line Loan shall be a Base Rate Loan. Immediately upon the making of a Swing Line Loan, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of \$500,000 or a whole multiple of \$100,000 in excess thereof, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Lender) prior to 2:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the first proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the Borrower at its office by crediting the account of the Borrower on the books of the Swing Line Lender in immediately available funds

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole discretion may request, on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Lender make a Base Rate Committed Loan in an amount equal to such Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Committed Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Committed Loan Notice promptly after delivering such notice to the Administrative Agent. Each Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Committed Loan Notice available to the Administrative Agent in immediately available funds (and the Administrative Agent may apply Cash Collateral available with respect to the applicable Swing Line Loan) for the account of the Swing Line Lender at the Administrative Agent's Office for Dollar-denominated payments not later than 1:00 p.m. on the day specified in such Committed Loan Notice, whereupon, subject to Section 2.04(c)(ii), each Lender that so makes funds available shall be deemed to have made a Base Rate Committed Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Committed Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Committed Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Loan and each Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Committed Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided that each Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage thereof in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the applicable Overnight Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(c) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until a Lender funds its Base Rate Committed Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 Prepayments.

(a) The Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 11:00 a.m. (A) three Business Days prior to any date of prepayment of Eurodollar Rate Loans, and (B) on the date of prepayment of Base Rate Committed Loans; (ii) any prepayment of Eurodollar Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof; and (iii) any prepayment of Base Rate Committed Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Committed Loans to be prepaid and, if Eurodollar Rate Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Subject to Section 2.15, each such prepayment shall be applied to the Committed Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) The Borrower may, upon notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of \$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) If for any reason the Total Outstandings at any time exceed the Aggregate Commitments then in effect (including as a result of any reduction or termination of the Aggregate Commitments under Section 2.06), the Borrower shall immediately prepay Loans and/or Cash Collateralize the L/C Obligations in an aggregate amount equal to such excess; provided that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this clause (c) unless after the prepayment in full of the Committed Loans and Swing Line Loans the Total Outstandings exceed the Aggregate Commitments then in effect.

2.06 Termination or Reduction of Commitments.

(a) The Borrower may, upon notice to the Administrative Agent, terminate the Aggregate Commitments, or from time to time permanently reduce the Aggregate Commitments; provided that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m. five Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$10,000,000 or any whole multiple of \$1,000,000 in excess thereof, (iii) the Borrower shall not terminate or reduce the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments, and (iv) if, after giving effect to any reduction of the Aggregate Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit exceeds the amount of the Aggregate Commitments, such Sublimit shall be automatically reduced by the amount of such excess. The amount of any such Aggregate Commitment reduction under this clause (a) shall not be applied to the Letter of Credit Sublimit unless otherwise specified by the Borrower.

(b) If the Borrower or any of its Subsidiaries issues, incurs or otherwise borrows any Debt after the Closing Date (other than Debt (i) relating to the issuance of commercial paper under the Borrower's commercial paper program in existence on the Closing Date, (ii) of the type described in clauses (c) through (m) of the definition of "Debt", (iii) between or among the Borrower and any of its Subsidiaries, (iv) issued, incurred or borrowed by any Foreign Subsidiary under foreign lines of credit, and (v) relating to borrowings under the Multi-Year Credit Agreement so long as the aggregate commitments under the Multi-Year Credit Agreement do not exceed \$500,000,000), the Aggregate Commitments shall, simultaneously with such incurrence, issuance or borrowing, be automatically and permanently reduced on a dollar-for-dollar basis by an amount equal to 100% of the aggregate principal amount of all such Debt available (whether in the form gross cash proceeds or total aggregate commitments, as applicable) to the Borrower upon such incurrence, issuance or borrowing thereof; provided that, notwithstanding the foregoing, with respect to any increase in the aggregate commitments under the Multi-Year Credit Agreement, the Aggregate Commitments shall be reduced on a dollar-for-dollar basis only by an amount equal to the aggregate principal amount of the aggregate commitments under the Multi-Year Credit Agreement in excess of \$500,000,000. If after giving effect to any reduction or termination of the Aggregate Commitments under this clause (b), the Letter of Credit Sublimit or the Swing Line Sublimit exceeds the Aggregate Commitments at such time, the Letter of Credit Sublimit or the Swing Line Sublimit, as the case may be, shall be automatically reduced by the amount of such excess.

(c) The Administrative Agent will promptly notify the Lenders of any termination or reduction (or any notice of any termination or reduction) of the Aggregate Commitments under this Section 2.06. Any reduction of the Aggregate Commitments shall be applied to the Commitment of each Lender according to its Applicable Percentage. All fees accrued until the effective date of any termination of the Aggregate Commitments shall be paid on the effective date of such termination.

2.07 Repayment of Loans.

- (a) The Borrower shall repay to the Lenders on the Maturity Date the aggregate principal amount of all Committed Loans outstanding on such date.
- (b) The Borrower shall repay each Swing Line Loan on the earlier to occur of (i) the date ten Business Days after such Loan is made and (ii) the Maturity Date.

2.08 Interest.

(a) Subject to the provisions of clause (b) below, (i) each Eurodollar Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period plus the Applicable Rate; (ii) each Base Rate Committed Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate; and (iii) unless the Swing Line Lender and the Borrower otherwise agree from time to time, each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b) (i) If any amount of principal of any Loan is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) If any amount (other than principal of any Loan) payable by the Borrower under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then upon the request of the Required Lenders, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Upon the request of the Required Lenders, while any Event of Default exists (other than as set forth in clauses (b)(i) and (b)(ii) above), the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees. In addition to certain fees described in clause (h) and (i) of Section 2.03:

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage, a commitment fee, in Dollars, equal to the Applicable Rate times the actual daily amount by which the Aggregate Commitments exceed the sum of (i) the Outstanding Amount of Committed Loans and (ii) the Outstanding Amount of L/C Obligations, subject to adjustment as provided in Section 2.15. The commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period. The commitment fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(b) Other Fees. (i) The Borrower shall pay to the Administrative Agent for its own account, in Dollars, fees in the amounts and at the times specified in the Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Borrower shall pay to the Lenders, in Dollars, such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to the Eurodollar Rate) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender to the Borrower made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans to the Borrower in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in clause (a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. 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.

(b) (i) Funding by Lenders: Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Committed Borrowing of Eurodollar Rate Loans (or, in the case of any Committed Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Committed Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Committed Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Committed Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Committed Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the Overnight Rate, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Committed Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Committed Loan included in such Committed Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower: Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Overnight Rate.

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

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender to the Borrower 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.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Committed Loan, to fund any such participation or to make any payment under Section 11.04(c) 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 Committed Loan, to purchase its participation or to make its payment under Section 11.04(c).

(e) Funding Source. 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.

2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Committed Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Committed Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Committed Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Committed Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (y) the application of Cash Collateral provided for in Section 2.14, or (z) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than an assignment to the Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply).

The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

2.14 Cash Collateral.

(a) Certain Credit Support Events Upon the request of the Administrative Agent or the L/C Issuer (i) if the 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 that has not been repaid by the Borrower, or (ii) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrower shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations. At any time that there shall exist a Defaulting Lender, immediately upon the request of the Administrative Agent, the L/C Issuer or the Swing Line Lender, the Borrower shall deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover all Fronting Exposure (after giving effect to Section 2.15(a)(iv)) and any Cash Collateral provided by the Defaulting Lender).

(b) Grant of Security Interest. All Cash Collateral (other than credit support not constituting funds subject to deposit) required to be maintained pursuant to this Agreement shall be maintained in blocked, non-interest bearing deposit accounts at Bank of America. The Borrower, and to the extent provided by any Lender, such Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the L/C Issuer and the Lenders (including the Swing Line Lender), and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.14(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure and other obligations secured thereby, the Borrower or the relevant Defaulting Lender will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.14 or Sections 2.03, 2.04, 2.05, 2.15 or 9.02 in respect of Letters of Credit or Swing Line Loans shall be held and applied to the satisfaction of the specific L/C Obligations, Swing Line Loans, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or to secure any other obligations as provided for in this Agreement shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 11.06(b)(vi))) or (ii) the Administrative Agent's good faith determination that there exists excess Cash Collateral; provided that (x) that Cash Collateral furnished by or on behalf of the Borrower shall not be released during the continuance of a Default or Event of Default (and following application as provided in this Section 2.14 may be otherwise applied in accordance with Section 9.04), and (y) the Borrower and the L/C Issuer or Swing Line Lender, as applicable, may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations as provided for in this Agreement.

2.15 Defaulting Lenders.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) Waivers and Amendments. That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 11.01.

(i i) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article IX or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 11.08), shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to the L/C Issuer or Swing Line Lender hereunder; *third*, if so determined by the Administrative Agent or requested by the L/C Issuer or Swing Line Lender, to be held as Cash Collateral for future funding obligations of that Defaulting Lender of any participation in any Swing Line Loan or Letter of Credit; *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; *sixth*, to the payment of any amounts owing to the Lenders, the L/C Issuer or Swing Line Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the L/C Issuer or Swing Line Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which that Defaulting Lender has not fully funded its appropriate share and (y) such Loans or L/C Borrowings were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Borrowings owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Borrowings owed to, that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.15(a)(ii) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. That Defaulting Lender (x) shall not be entitled to receive any commitment fee pursuant to Section 2.09(a) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender) for any period during which that Lender is a Defaulting Lender only to extent allocable to the sum of (1) the Outstanding Amount of the Committed Loans funded by it and (2) its Applicable Percentage of the stated amount of Letters of Credit and Swing Line Loans for which it has provided Cash Collateral pursuant to Section 2.03, 2.04, 2.14, or 2.15(a)(ii), as applicable (and the Borrower shall (A) be required to pay to each of the L/C Issuer and the Swing Line Lender, as applicable, the amount of such fee allocable to its Fronting Exposure arising from that Defaulting Lender and (B) not be required to pay the remaining amount of such fee that otherwise would have been required to have been paid to that Defaulting Lender) and (y) shall be limited in its right to receive Letter of Credit Fees as provided in Section 2.03(h).

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. During any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit or Swing Line Loans pursuant to Sections 2.03 and 2.04, the "Applicable Percentage" of each non-Defaulting Lender shall be computed without giving effect to the Commitment of that Defaulting Lender; provided that (i) each such reallocation shall be given effect only if, at the date the applicable Lender becomes a Defaulting Lender, no Default or Event of Default exists; and (ii) the aggregate obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit and Swing Line Loans shall not exceed the positive difference, if any, of (1) the Commitment of that non-Defaulting Lender minus (2) the aggregate Outstanding Amount of the Committed Loans of that Lender.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, Swing Line Lender and the L/C Issuer agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Committed Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages (without giving effect to Section 2.15(a)(iv)), whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

ARTICLE III. TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of the Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Laws. If any applicable Laws (as determined in the good faith discretion of the Administrative Agent) require the deduction or withholding of any Tax from any such payment by the Administrative Agent or the Borrower, then the Administrative Agent or the Borrower shall be entitled to make such deduction or withholding, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii) If the Borrower or the Administrative Agent shall be required by the Code to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the Borrower shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(iii) If the Borrower or the Administrative Agent shall be required by any applicable Laws other than the Code to withhold or deduct any Taxes from any payment, then (A) the Borrower or the Administrative Agent, as required by such Laws, shall withhold or make such deductions as are determined by it to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Borrower or the Administrative Agent, to the extent required by such Laws, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the Borrower shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of clause (a) above, the Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Tax Indemnifications. (i) The Borrower shall, and does hereby, indemnify each Recipient, and shall make payment in respect thereof within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or the L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or the L/C Issuer, shall be conclusive absent manifest error. The Borrower shall, and does hereby, indemnify the Administrative Agent, and shall make payment in respect thereof within 10 days after demand therefor, for any amount which a Lender or the L/C Issuer for any reason fails to pay indefeasibly to the Administrative Agent as required pursuant to Section 3.01(c)(ii) below.

(ii) Each Lender and the L/C Issuer shall, and does hereby, severally indemnify, and shall make payment in respect thereof within 10 days after demand therefor, (x) the Administrative Agent against any Indemnified Taxes attributable to such Lender or the L/C Issuer (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (y) the Administrative Agent and the Borrower, as applicable, against any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.06(d) relating to the maintenance of a Participant Register, and (z) the Administrative Agent and the Borrower, as applicable, against any Excluded Taxes attributable to such Lender or the L/C Issuer, in each case, that are payable or paid by the Administrative Agent or the Borrower in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender and the L/C Issuer hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or the L/C Issuer, as the case may be, under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii).

(d) Evidence of Payments. Upon request by the Borrower or the Administrative Agent, as the case may be, after any payment of Taxes by the Borrower or by the Administrative Agent to a Governmental Authority as provided in this Section 3.01, the Borrower shall deliver to the Administrative Agent or the Administrative Agent shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Administrative Agent, as the case may be.

(c) Status of Lenders; Tax Documentation

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(e)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

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

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

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

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

(II) executed originals of Internal Revenue Service Form W-8ECI,

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

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

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

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

(iii) Each Lender agrees that if any form or certification it previously delivered pursuant to this Section 3.01 expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(f) Treatment of Certain Refunds Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender or the L/C Issuer, or have any obligation to pay to any Lender or the L/C Issuer, any refund of Taxes withheld or deducted from funds paid for the account of such Lender or the L/C Issuer, as the case may be. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 3.01, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 3.01 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower, upon the request of the Recipient, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this clause (f), in no event will the applicable Recipient be required to pay any amount to the Borrower pursuant to this subsection the payment of which would place the Recipient in a less favorable net after-Tax position than such Recipient would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This clause (f) shall not be construed to require any Recipient to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

(g) Survival. Each party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender or the L/C Issuer, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

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 Loans whose interest is determined by reference to the Eurodollar Rate, or to determine or charge interest rates based upon the Eurodollar Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue Eurodollar Rate Loans, or to convert Base Rate Committed Loans to Eurodollar Rate Loans shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Eurodollar Rate component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate, in each case 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, (x) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, and such loans are denominated in Dollars, convert all Eurodollar Rate Loans of such Lender and Base Rate Loans as to which the interest rate is determined with reference to Eurodollar Rate to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans or Base Rate Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Eurodollar Rate, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Eurodollar Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Eurodollar Rate. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates. If the Required Lenders determine that for any reason in connection with any request for a Eurodollar Rate Loan or a conversion to or continuation thereof that (a) deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such Eurodollar Rate Loan, (b) adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan or in connection with an existing or proposed Base Rate Loan, or (c) the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate 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, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended, and (y) in the event of a determination described in the preceding sentence with respect to the Eurodollar Rate component of the Base Rate, the utilization of the Eurodollar Rate component in determining the Base Rate shall be suspended, in each case 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 Eurodollar Rate Loans or, failing that, will be deemed to have converted such request into a request for a Committed Borrowing of Base Rate Loans in the amount specified therein.

3.04 Increased Costs; Reserves on Eurodollar Rate Loans.

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

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement contemplated by Section 3.04(e)) or the L/C Issuer;

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

(iii) impose on any Lender or the L/C Issuer or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Rate Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan the interest on which is determined by reference to the Eurodollar Rate (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or the L/C Issuer, the Borrower will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered; provided that, as to any claim for compensation made by a Lender pursuant to this Section 3.04, in respect of any Change in Law, such Lender shall only make such claim on the Company if such Lender is otherwise generally making such claims on other similarly situated debtors of such Lender.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered; provided that, as to any claim for compensation made by a Lender pursuant to this Section 3.04, in respect of any Change in Law, such Lender shall only make such claim on the Company if such Lender is otherwise generally making such claims on other similarly situated debtors of such Lender.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in clause (a) or (b) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

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

(e) Reserves on Eurodollar Rate Loans. The Borrower shall pay to each Lender, (i) as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurodollar funds or deposits (currently known as "Eurodollar liabilities"), additional interest on the unpaid principal amount of each Eurodollar Rate 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), and (ii) as long as such Lender shall be required to comply with any reserve ratio requirement or analogous requirement of any central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of Eurodollar Rate Loans, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or 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 that the Borrower shall have received at least 10 days' prior notice (with a copy to the Administrative Agent) of such additional interest or costs from such Lender. If a Lender fails to give notice 10 days prior to the relevant Interest Payment Date, such additional interest or costs shall be due and payable 10 days from receipt of such notice.

3.05 Compensation for 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);
- (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;
- (c) any assignment of a Eurodollar Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 11.13;

including any loss of anticipated profits, any foreign exchange losses and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan, from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract. 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 Eurodollar Rate Loan made by it at the Eurodollar Rate for such Loan by a matching deposit or other borrowing in the London interbank market for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or requires the Borrower to pay any Indemnified Taxes or additional amounts to any Lender, the L/C Issuer, or any Governmental Authority for the account of any Lender or the L/C Issuer pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then, at the request of the Borrower, such Lender or the L/C Issuer shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender or the L/C Issuer, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender or the L/C Issuer, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or the L/C Issuer, as the case may be. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender or the L/C Issuer in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 3.06(a), the Borrower may replace such Lender in accordance with Section 10.13.

3.07 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments, repayment of all other Obligations hereunder, and resignation of the Administrative Agent.

**ARTICLE IV.
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS**

4.01 Conditions of Initial Credit Extension. The obligation of the L/C Issuer and each Lender to make its initial Credit Extension hereunder is subject to satisfaction of the following conditions precedent:

(a) Executed Loan Documents. This Agreement, the Notes (if any) and all other applicable Loan Documents shall have been duly authorized, executed and delivered to the Administrative Agent by the parties thereto, shall be in full force and effect and no Default shall exist hereunder or thereunder.

(b) Closing Certificates; Etc.

(i) Officers' Certificates. The Administrative Agent shall have received a certificate from a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, (a) to the effect that all representations and warranties of the Borrower contained in this Agreement and the other Loan Documents are true, correct and complete in all material respects; (b) that the Borrower is not in violation of any of the covenants contained in this Agreement and the other Loan Documents; and (c) that, after giving effect to the transactions contemplated by this Agreement, no Default or Event of Default has occurred and is continuing; and that each of the closing conditions has been satisfied or waived (assuming satisfaction of the Administrative Agent where not advised otherwise).

(ii) General Certificates. The Administrative Agent shall have received a certificate of the secretary, assistant secretary of the Borrower certifying as to the incumbency and genuineness of the signature of each officer of the Borrower executing Loan Documents to which it is a party and certifying that attached thereto is a true, correct and complete copy of (A) the articles of incorporation of the Borrower and all amendments thereto, certified as of a recent date by the appropriate Governmental Authority in the State of Georgia, (B) the bylaws of the Borrower as in effect on the date of such certification, and (C) resolutions duly adopted by the Board of Directors of the Borrower authorizing the borrowings contemplated hereunder and the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party.

(iii) Certificates of Good Standing. The Administrative Agent shall have received certificates as of a recent date of the good standing of the Borrower under the laws of the State of Georgia.

(i v) Opinions of Counsel. The Administrative Agent shall have received opinions in form and substance reasonably satisfactory to the Administrative Agent of internal and external counsel to the Borrower, addressed to the Administrative Agent and the Lenders with respect to the Borrower, the Loan Documents and such other matters as the Administrative Agent shall reasonably request.

(c) Consents; Defaults.

(i) Governmental and Third Party Approvals. The Borrower shall have obtained all approvals, authorizations and consents of any Person and of all Governmental Authorities and courts having jurisdiction necessary in order to enter into this Agreement and the other Loan Documents as of the Closing Date. Additionally, there shall not exist any judgment, order, injunction or other restraint issued or filed or a hearing seeking injunctive relief or other restraint pending or notified prohibiting or imposing materially adverse conditions upon the transactions contemplated by this Agreement and the other Loan Documents or otherwise referred to herein or therein.

(ii) No Event of Default. No Default or Event of Default shall have occurred and be continuing.

(d) No Material Adverse Effect. Since December 31, 2011 nothing shall have occurred (and neither the Administrative Agent nor the Lenders shall have become aware of any facts or conditions not previously known) which has had, or could reasonably be expected to have, a Material Adverse Effect.

(e) Financial Matters.

(i) Financial Statements. The Administrative Agent shall have received and reviewed (A) the consolidated financial statements of the Borrower and its Subsidiaries for the fiscal year ended December 31, 2011, including balance sheets, income and cash flow statements audited by independent public accountants of recognized national standing and prepared in conformity with GAAP, and (B) such other financial information as the Administrative Agent may request.

(ii) Payment at Closing. The Borrower shall have paid any accrued and unpaid fees or commissions due hereunder (including, without limitation, legal fees and expenses payable under Section 11.04, to the extent invoiced) to the Administrative Agent and Lenders, and to any other Person such amount as may be due thereto in connection with the transactions contemplated hereby, including all taxes, fees and other charges in connection with the execution, delivery, recording, filing and registration of any of the Loan Documents.

(f) Litigation. As of the Closing Date, there shall be no actions, suits or proceedings pending or, to the best knowledge of the Borrower, threatened (i) with respect to this Agreement or any other Loan Document or (ii) which could reasonably be expected to have a Material Adverse Effect.

(g) Miscellaneous.

(i) Proceedings and Documents. All Loan Documents, opinions, certificates and other instruments and all proceedings in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to the Administrative Agent.

(ii) Accuracy and Completeness of Information. All Information taken as an entirety made available to the Administrative Agent and/or the Lenders by the Borrower or any of their representatives in connection with the transactions contemplated hereby is and will be complete and correct in all material respects as of the date made available to the Administrative Agent and/or the Lenders and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading.

Without limiting the generality of the provisions of the last paragraph of Section 9.04, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to all Credit Extensions. The obligation of each Lender to make any Credit Extension hereunder (including the initial Credit Extension to be made hereunder) is subject to the satisfaction of the following conditions precedent on the relevant borrowing or issue date, as applicable:

(a) Continuation of Representations and Warranties. The representations and warranties contained in Article V (excluding Section 5.01(n)) shall be true and correct in all material respects on and as of such borrowing or issuance date with the same effect as if made on and as of such date, except for any representation and warranty made as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date.

(b) No Existing Default. No Default or Event of Default shall have occurred and be continuing hereunder on the date of such Credit Extension, both before and after giving effect to the Loans to be made on such date and/or the Letters of Credit to be issued on such date.

(c) Notice of Revolving Credit Borrowing. To the extent applicable, the Administrative Agent shall have received a Committed Loan Notice and/or Swing Line Loan Notice from the Borrower in accordance with Section 2.02(a).

The occurrence of the Closing Date and the acceptance by the Borrower of the benefits of each Credit Extension hereunder shall constitute a representation and warranty by the Borrower to the Administrative Agent and each of the Lenders that all the conditions specified in Sections 4.01 and 4.02 and applicable to such borrowing have been satisfied as of that time or waived in writing by the Lenders. All of the Notes, certificates, legal opinions and other documents and papers referred to in Sections 4.01 and 4.02, unless otherwise specified, shall be delivered to the Administrative Agent for the benefit of each of the Lenders and, except for the Notes, in sufficient counterparts or copies for each of the Lenders and shall be in form and substance reasonably satisfactory to the Administrative Agent.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties. To induce the Administrative Agent and Lenders to enter into this Agreement and to induce the Lenders to make Credit Extensions, the Borrower hereby represents and warrants to the Administrative Agent and Lenders that:

(a) Organization; Power; Qualification. Each of the Borrower and its Subsidiaries (other than inactive Subsidiaries which are not Material Subsidiaries) is duly organized, validly existing and in good standing or active status, as applicable under the laws of the jurisdiction of its incorporation or formation, has the power and authority to own its properties and to carry on its business as now being and hereafter proposed to be conducted and is duly qualified and authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification and authorization, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Ownership. Each Subsidiary of the Borrower as of the Closing Date is listed on Schedule 5.01(b).

(c) Authorization of Agreement, Loan Documents and Borrowing. Each of the Borrower and its Subsidiaries has the right, power and authority and has taken all necessary corporate and other action to authorize the execution, delivery and performance of each of the Loan Documents to which it is a party in accordance with its respective terms. Each of the Loan Documents has been duly executed and delivered by the duly authorized officers of the Borrower and its Subsidiaries party thereto, as applicable, and each such document constitutes the legal, valid and binding obligation of the Borrower and, if applicable, each of its Subsidiaries party thereto, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal debtor relief laws from time to time in effect which affect the enforcement of creditors' rights in general and the availability of equitable remedies.

(d) Compliance of Agreement, Loan Documents and Borrowing with Laws, Etc. The execution, delivery and performance by the Borrower and its Subsidiaries of the Loan Documents to which each such Person is a party, in accordance with their respective terms, the borrowings hereunder and the transactions contemplated hereby do not and will not, by the passage of time, the giving of notice or otherwise, (i) require the Borrower or any of its Subsidiaries to obtain any Governmental Approval or approval of any other Person not otherwise already obtained or violate any applicable Law relating to the Borrower or any of its Subsidiaries, (ii) conflict with, result in a breach of or constitute a default under the articles of incorporation, bylaws or other organization documents of the Borrower or any of its Subsidiaries or any indenture or other material agreement or instrument to which such Person is a party or by which any of its properties may be bound or any Governmental Approval relating to such Person except as could not reasonably be expected to have a Material Adverse Effect, or (iii) result in or require the creation or imposition of any material Lien (other than a Lien permitted under Section 8.02) upon or with respect to any property now owned or hereafter acquired by such Person.

(e) Compliance with Law: Governmental Approvals. Each of the Borrower and its Subsidiaries (i) has all Governmental Approvals required by any applicable Law for it to conduct its business, each of which is in full force and effect, is final and not subject to review on appeal and is not the subject of any pending or, to the best of the Borrower's knowledge, threatened attack by direct or collateral proceeding, except where the failure to have such Governmental Approval could not reasonably be expected to have a Material Adverse Effect, and (ii) is in compliance with each Governmental Approval applicable to it and in compliance with all other applicable Laws relating to it or any of its respective properties; in each case, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(f) Tax Returns and Payments. Each of the Borrower and its Subsidiaries has timely filed or caused to be filed all federal and state, provincial, local and other tax returns required by applicable Law to be filed, and has paid, or made adequate provision for the payment of, all federal and state, provincial, local and other taxes, assessments and governmental charges or levies upon it and its property, income, profits and assets which are due and payable, except taxes (i) that are being contested in good faith by appropriate proceedings and for which the Borrower or Subsidiary, as applicable, has set aside on its books adequate reserves or (ii) to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect. No Governmental Authority has asserted any material Lien or other claim against the Borrower or any Subsidiary thereof with respect to unpaid taxes which has not been discharged or resolved. The charges, accruals and reserves on the books of the Borrower and any of its Subsidiaries in respect of federal and all material state, provincial, local and other taxes are, in the judgment of the Borrower, adequate, and the Borrower does not anticipate any material additional taxes or assessments for any of the periods reflected on such books.

(g) Intellectual Property Matters. Each of the Borrower and its Subsidiaries owns or possesses rights to use all franchises, licenses, copyrights, copyright applications, patents, patent rights or licenses, patent applications, trademarks, trademark rights, trade names, trade name rights, copyrights and rights with respect to the foregoing which are required to conduct its business except where the failure to do so could not reasonably be expected to have a Material Adverse Effect. No event has occurred which, to the knowledge of the Borrower, permits, or after notice or lapse of time or both would permit, the revocation or termination of any such rights, and, to the knowledge of the Borrower, neither the Borrower nor any Subsidiary thereof is liable to any Person for infringement under applicable Law with respect to any such rights as a result of its business operations, except as could not reasonably be expected to have a Material Adverse Effect.

(h) Environmental Matters. Except as set forth on Schedule 5.01(h) (and only to the extent described therein) or as could not reasonably be expected to have a Material Adverse Effect:

(i) The properties of the Borrower and its Subsidiaries (including soils, surface waters, groundwaters on, at or under such properties) do not contain and are not otherwise affected by, and, to the Borrower's knowledge, have not previously contained or been affected by, any Hazardous Materials in amounts or concentrations which (A) constitute or constituted a violation of applicable Environmental Laws or (B) could give rise to liability or obligation under applicable Environmental Laws;

(ii) The properties of the Borrower and its Subsidiaries and all operations conducted in connection therewith are in compliance, and have been in compliance, with all applicable Environmental Laws, and there are no Hazardous Materials at, under or about such properties or such operations which could reasonably be expected to interfere with the continued operation of such properties;

(iii) The Borrower and its Subsidiaries have obtained, are in compliance with, and have made all appropriate filings for issuance or renewal of, all permits, licenses, and other governmental consents required by applicable Environmental Laws ("Environmental Permits"), and all such Environmental Permits are in full force and effect;

(iv) Neither the Borrower nor any Subsidiary thereof has received any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws, nor does the Borrower have knowledge or reason to believe that any such notice will be received or is being threatened;

(v) To the knowledge of the Borrower, Hazardous Materials have not been transported or disposed of from the properties of the Borrower or any of its Subsidiaries in violation of, or in a manner or to a location which could reasonably be expected to give rise to liability under, Environmental Laws, nor, to the knowledge of the Borrower, have any Hazardous Materials been generated, treated, stored or disposed of at, on or under any of such properties in violation of, or in a manner which could reasonably be expected to give rise to liability under, any Environmental Laws;

(vi) No judicial proceedings or governmental or administrative action is pending, or, to the knowledge of the Borrower, threatened, under any Environmental Law to which any of the Borrower or any Subsidiary thereof has been or will be named as a party, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the properties or operations of the Borrower and its Subsidiaries; and

(vii) To the knowledge of the Borrower, there has been no release, or threat of release, of Hazardous Materials at or from the properties of the Borrower or any of its Subsidiaries, in violation of or in amounts or in a manner that could reasonably be expected to give rise to liability under Environmental Laws.

(i) ERISA Compliance. The Borrower hereby represents and warrants to the Administrative Agent and Lenders as follows:

(i) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state laws, except where the failure to so comply could not reasonably be expected to have a Material Adverse Effect. Each Pension Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the Internal Revenue Service to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the Internal Revenue Service. To the best knowledge of the Borrower, nothing has occurred that would prevent or cause the loss of such tax-qualified status, except where the failure to maintain such tax-qualified status could not reasonably be expected to have a Material Adverse Effect.

(ii) There are no pending or, to the best knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(iii) (A) No ERISA Event has occurred, and neither the Borrower nor any ERISA Affiliate is aware of any fact, event or circumstance that could reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan; (B) the Borrower and each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules in respect of each Pension Plan, and no waiver of the minimum funding standards under the Pension Funding Rules has been applied for or obtained; (C) as of the most recent valuation date for any Pension Plan, the funding target attainment percentage (as defined in Section 430(d)(2) of the Code) is 60% or higher and neither the Borrower nor any ERISA Affiliate knows of any facts or circumstances that could reasonably be expected to cause the funding target attainment percentage for any such plan to drop below 60% as of the most recent valuation date; and (D) neither the Borrower nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; in each case under the immediately preceding clauses (A) through (D), except for such events and circumstances, failures to comply, facts and circumstances, liabilities, transactions and terminations which could not reasonably be expected to have a Material Adverse Effect.

(iv) Neither the Borrower or any ERISA Affiliate has any unsatisfied obligation to contribute to, or liability under, any active or terminated Pension Plan, except for such unsatisfied contribution obligations or liabilities which could not reasonably be expected to have a Material Adverse Effect.

(j) Margin Stock. Neither the Borrower nor any Subsidiary thereof is engaged principally or as one of its material activities in the business of extending credit for the purpose of “purchasing” or “carrying” any “margin stock” (as each such term is defined or used in Regulation U of the Board of Governors of the Federal Reserve System). No part of the proceeds of any of the Loans or Letters of Credit will be used for purchasing or carrying margin stock, unless the Borrower shall have given the Administrative Agent and Lenders prior notice of such event and such other information as is reasonably necessary to permit the Administrative Agent and Lenders to comply, in a timely fashion, with all reporting obligations required by applicable Law, or for any purpose which violates, or which would be inconsistent with, the provisions of Regulation T, U or X of such Board of Governors.

(k) Government Regulation. The Borrower hereby represents and warrants to the Administrative Agent and Lenders that neither the Borrower nor any Subsidiary thereof is an “investment company” or a company “controlled” by an “investment company” (as each such term is defined or used in the Investment Company Act of 1940, as amended) and neither the Borrower nor any Subsidiary thereof is, or after giving effect to any Credit Extension will be, subject to regulation under the Interstate Commerce Act, each as amended.

(l) Burdensome Provisions. Neither the Borrower nor any Subsidiary thereof is a party to any indenture, agreement (excluding the CSC Agreement and the CSC Put), lease or other instrument, or subject to any corporate or partnership restriction, Governmental Approval or applicable Law which is so unusual or burdensome that in the foreseeable future it could be reasonably expected to have a Material Adverse Effect. The Borrower and its Subsidiaries do not presently anticipate that their future expenditures needed to meet the provisions of any statutes, orders, rules or regulations of a Governmental Authority will be so burdensome as to have a Material Adverse Effect.

(m) Financial Statements; Financial Condition; Etc. The financial statements delivered to the Lenders pursuant to Section 4.01(e)(i) and, if applicable, Section 6.01, copies of which have been furnished to the Administrative Agent and each Lender, have been prepared in accordance with GAAP (except, in the case of unaudited financial statements, for the absence of footnotes and subject to normal year end adjustments), are complete in all material respects and fairly present in all material respects the assets, liabilities and financial position of the Borrower and its Subsidiaries as at such dates, and the results of the operations and changes of financial position for the periods then ended, subject, in the case of unaudited financial statements, to the absence of footnotes and normal year end adjustments.

(n) No Material Adverse Effect. Since December 31, 2011, there has been no Material Adverse Effect.

(o) Liens. None of the properties and assets of the Borrower or any Subsidiary thereof is subject to any Lien, except Liens permitted pursuant to Section 8.02.

(p) Debt and Support Obligations. Schedule 5.01(p) is a complete and correct listing of all Debt and Support Obligations of the Borrower and its Subsidiaries as of the Closing Date.

(q) Litigation. There are no actions, suits or proceedings pending nor, to the knowledge of the Borrower, threatened against or affecting the Borrower or any Subsidiary thereof or any of their respective properties in any court or before any arbitrator of any kind or before or by any Governmental Authority, which could reasonably be expected to have a Material Adverse Effect.

(r) Absence of Defaults. No event has occurred and is continuing which constitutes a Default or an Event of Default.

(s) Absence of Bankruptcy Events. Since December 31, 2011, no event has occurred and is continuing which constitutes a Bankruptcy Event, other than Bankruptcy Events affecting Subsidiaries which are not Material Subsidiaries.

(t) Accuracy and Completeness of Information. As of the Closing Date, the Borrower has disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which its or any of its Subsidiaries are subject, and all other matters known to the Borrower, other than general market, economic and industry conditions, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The written information, taken as a whole, furnished by or on behalf of the Borrower to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) does not contain any material misstatement of fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to any projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

(u) Property. The Borrower and its Subsidiaries have good and marketable title to all material Property owned by them and valid leasehold interests in all material Property leased by them (except as permitted by the terms of this Agreement), free and clear of all Liens, except for Liens permitted pursuant to Section 8.02.

(v) Labor Practices. Neither the Borrower nor any Subsidiary thereof is engaged in any unfair labor practices that could reasonably be expected to have a Material Adverse Effect. There is (i) no unfair labor practice complaint pending against the Borrower or any Subsidiary thereof, to the knowledge of the Borrower, threatened against the Borrower or any Subsidiary thereof, before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending against the Borrower or any Subsidiary thereof or, to the knowledge of the Borrower, threatened against the Borrower or any Subsidiary thereof, (ii) no strike, labor dispute, slowdown or stoppage pending against the Borrower or any Subsidiary thereof or, to the knowledge of the Borrower, threatened against the Borrower or any Subsidiary thereof, and (iii) no union representation question exists with respect to the employees of the Borrower or any Subsidiary thereof, except (with respect to any matter specified in clause (i), (ii) or (iii) above, either individually or in the aggregate) such as could not reasonably be expected to have a Material Adverse Effect.

(w) Subordinated Debt. Neither the Borrower nor its Subsidiaries has any Debt that is subordinated to any other Debt (except for any subordinated loans made or deemed made by the seller of any account receivables and related property to the purchaser of such receivables and related property in connection with the Permitted Securitization Transaction in order to fund all or a portion of the purchase price for such receivables and related property which are transferred as part of the Permitted Securitization Transaction), unless such subordinated debt is subordinated in right of payment to the Obligations.

(x) Foreign Assets Control Regulations, etc. The Borrower hereby represents and warrants to the Administrative Agent and Lenders that neither the making of any Loan nor the use of the proceeds thereof nor the issuance of any Letter of Credit will violate (a) the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, (b) the Act or (c) Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism). Without limiting the foregoing, the Borrower hereby represents and warrants to the Administrative Agent and Lenders that neither the Borrower nor any of its Subsidiaries is a “blocked person” as described in Section 1 of such Executive Order or engages in any dealings or transactions with, or is otherwise associated with, any such blocked person.

5.02 Survival of Representations and Warranties, Etc. All representations and warranties set forth in this Article V and all representations and warranties contained in any certificate related hereto, or any of the Loan Documents (including but not limited to any such representation or warranty made in or in connection with any amendment thereto) shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made or deemed to be made at and as of the Closing Date (unless expressly relating to any earlier date), shall survive the Closing Date and shall not be waived by the execution and delivery of this Agreement, any investigation made by or on behalf of the Lenders or any borrowing hereunder.

ARTICLE VI. FINANCIAL INFORMATION AND NOTICES

Until all the Obligations (other than contingent liabilities not yet due and payable) have been paid and satisfied in full and the Maturity Date has occurred, unless consent has been obtained in the manner set forth in Section 11.01 hereof, the Borrower will furnish or cause to be furnished to the Administrative Agent and to the Lenders at their respective addresses as set forth on Schedule 11.02, or such other office as may be designated by the Administrative Agent and Lenders from time to time:

6.01 Financial Statements, Etc.

(a) Quarterly Financial Statements. As soon as practicable and in any event within 45 days after the end of each of the first three fiscal quarters of each Fiscal Year, either (i) a copy of a report on Form 10-Q, or any successor form, and any amendments thereto, filed by the Borrower with the Securities and Exchange Commission with respect to the immediately preceding fiscal quarter or (ii) an unaudited Consolidated balance sheet of the Borrower and its Subsidiaries as of the close of such fiscal quarter and unaudited Consolidated statements of income, stockholders’ equity and cash flows for the fiscal quarter then ended and that portion of the Fiscal Year then ended, including any notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the preceding Fiscal Year and prepared by the Borrower in accordance with GAAP and, if applicable, containing disclosure of the effect on the financial position or results of operations of any change in the application of accounting principles and practices during the period, and certified by a Responsible Officer of the Borrower to present fairly in all material respects the financial condition of the Borrower and its Subsidiaries as of their respective dates and the results of operations of the Borrower and its Subsidiaries for the respective periods then ended, subject to normal year end adjustments and to the absence of footnotes required by GAAP.

(b) Annual Financial Statements. As soon as practicable and in any event within 90 days after the end of each Fiscal Year either (i) a copy of a report on Form 10-K, or any successor form, and any amendments thereto, filed by the Borrower with the Securities and Exchange Commission with respect to the immediately preceding Fiscal Year or (ii) an audited Consolidated balance sheet of the Borrower and its Subsidiaries as of the close of such Fiscal Year and audited Consolidated statements of income, stockholders' equity and cash flows for the Fiscal Year then ended, including the notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures for the preceding Fiscal Year and prepared by the Borrower and certified by a nationally recognized independent certified public accounting firm acceptable to the Administrative Agent in accordance with GAAP and, if applicable, containing disclosure of the effect on the financial position or results of operation of any change in the application of accounting principles and practices during the year, and accompanied by a report thereon by such certified public accountants that is not qualified with respect to scope limitations imposed by the Borrower or any of its Subsidiaries or with respect to accounting principles followed by the Borrower or any of its Subsidiaries not in accordance with GAAP.

(c) The Borrower hereby acknowledges that (a) subject to Section 11.07, the Administrative Agent and/or any Arranger may, but shall not be obligated to, make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrower under the Loan Documents (collectively, "Borrower Materials") by posting the Borrower Materials on Debt Domain, IntraLinks, Syndtrak or another similar electronic system (the "Platform") and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "Public Lender"). The Borrower hereby agrees that so long as the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers, the L/C Issuer and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (z) the Administrative Agent and the Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as containing material non-public information and as being suitable only for posting on a portion of the Platform not designated "Public Investor"; it being understood that all Borrower Materials shall be subject to Section 11.07.

6.02 Officer's Compliance Certificate. At each time financial statements are delivered pursuant to Section 6.01(a) or (b), a certificate of a Responsible Officer of the Borrower in the form of Exhibit C attached hereto (an "Officer's Compliance Certificate") (a) certifying as to statements consistent with the applicable requirements of the Securities and Exchange Commission; (b) certifying as to whether there exists a Default or Event of Default on the date of such certificate, and if a Default or an Event of Default, specifying the details thereof and the action which the Borrower has taken or proposes to take with respect thereto; and (c) setting forth in reasonable detail calculations demonstrating compliance with the financial covenant contained in Section 8.01.

6.03 Accountants' Certificate. At each time financial statements are delivered pursuant to Section 6.01(b), a certificate of the independent public accountants certifying such financial statements addressed to the Administrative Agent for the benefit of the Lenders stating that in making the examination necessary for the certification of such financial statements, they obtained no knowledge of any Default or Event of Default or, if such is not the case, specifying such Default or Event of Default and its nature and period of existence.

6.04 Other Reports.

(a) Promptly after the filing thereof, a copy of (i) each report or other filing made by the Borrower or any of its Subsidiaries with the Securities and Exchange Commission and required by the Securities and Exchange Commission to be delivered to the shareholders of the Borrower or any Subsidiary thereof, (ii) each report made by the Borrower or any Subsidiary thereof to the Securities and Exchange Commission on Form 8-K and (iii) each final registration statement of the Borrower or any Subsidiary thereof filed with the Securities and Exchange Commission, except in connection with pension plans and other employee benefit plans; and

(b) Such other information regarding the operations, business affairs and financial condition of the Borrower and/or any Subsidiary thereof as the Administrative Agent or any Lender may reasonably request.

6.05 Notice of Litigation and Other Matters. Prompt (but in no event later than (x) with respect to clause (d) below, two Business Days after a Responsible Officer obtains knowledge thereof or (y) with respect to any other clause below, five (5) Business Days after a Responsible Officer obtains knowledge thereof) telephonic (confirmed in writing) or written notice of:

(a) the commencement of all proceedings and investigations by or before any Governmental Authority and all actions and proceedings in any court or before any arbitrator against or involving the Borrower or any Subsidiary thereof or any of their respective properties, assets or businesses the potential liability of which in the reasonable judgment of the Borrower could reasonably be expected to exceed \$25,000,000;

(b) any notice of any violation received by the Borrower or any Subsidiary thereof from any Governmental Authority including, without limitation, any notice of violation of Environmental Laws, the potential liability of which in the reasonable judgment of the Borrower in any such case could reasonably be expected to exceed \$25,000,000;

(c) the occurrence of any Default or an Event of Default; and

(d) the receipt by the Borrower or any of its Subsidiaries of written notice from CSC or any of its Subsidiaries regarding the exercise of the CSC Put.

6.06 Ratings Information. The Borrower shall, no later than five Business Days after a Responsible Officer obtains knowledge of any such change, give notice to the Administrative Agent (by telephone, followed promptly by written notice transmitted by facsimile with a hand copy sent promptly thereafter) of any change (either expressly or pursuant to a letter from S&P or Moody's stating an "implied" rating, excluding in all cases any private indicative ratings that the Borrower may request from time to time from Moody's or S&P) in rating by S&P or Moody's in respect of the Borrower's non-credit enhanced senior unsecured long-term debt, together with details thereof, and of any announcement by S&P or Moody's that its rating in respect of such non-credit enhanced senior unsecured long-term debt is "under review" or that any such debt rating has been placed on a "Credit Watch List"® or "watch list" or that any similar action has been taken by S&P or Moody's.

6.07 Accuracy of Information. All written information, reports, statements and other papers and data furnished by or on behalf of the Borrower to the Administrative Agent or any Lender (other than financial forecasts) whether pursuant to this Article VI or any other provision of this Agreement, shall be, at the time the same is so furnished, true and complete in all material respects.

ARTICLE VII. AFFIRMATIVE COVENANTS

Until all of the Obligations (other than contingent liabilities not yet due and payable) have been paid and satisfied in full and the Maturity Date has occurred, unless consent has been obtained in the manner provided for in Section 11.01, the Borrower will, and will cause each of its Subsidiaries to:

7.01 Preservation of Corporate Existence and Related Matters.

(a) Except as permitted by Section 8.04 and Section 8.05, preserve and maintain its separate corporate existence and all rights, franchises, licenses and privileges necessary to the conduct of its business, provided that, subject to compliance with Section 7.09, nothing in the foregoing shall prevent the Borrower or any Subsidiary from discontinuing any line of business if (i) no Default or Event of Default exists or would result therefrom, and (ii) with respect to the discontinuance of a material line of business, the Board of Directors of the Borrower determines in good faith that such discontinuance is in the best interest of the Borrower and its Consolidated Subsidiaries, taken as a whole.

(b) Qualify and remain qualified as a foreign corporation and authorized to do business in each jurisdiction where the nature and scope of its activities require it to so qualify under applicable Law, except where the failure to so preserve and maintain its existence and rights or to so qualify could not reasonably be expected to have a Material Adverse Effect.

7.02 Maintenance of Property. Protect and preserve all properties useful in and material to its business, including copyrights, patents, trade names and trademarks; maintain in good working order and condition all buildings, equipment and other tangible real and personal property material to the conduct of its business, ordinary wear and tear excepted; and from time to time make or cause to be made all renewals, replacements and additions to such property necessary for the conduct of its business, so that the business carried on in connection therewith may be properly and advantageously conducted at all times, except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

7.03 Insurance. Maintain insurance with financially sound and reputable insurance companies against such risks and in such amounts as are consistent with past practices and prudent business practice (and in any event consistent with normal industry practice), and as may be required by applicable Law.

7.04 Accounting Methods and Financial Records. Maintain a system of accounting, and keep such books, records and accounts (which shall be true and complete in all material respects) as may be required or as may be necessary to permit the preparation of financial statements in accordance with GAAP and in compliance with the regulations of any Governmental Authority having jurisdiction over it or any of its properties.

7.05 Payment and Performance of Obligations.

(a) Pay and perform all of its Obligations under this Agreement and the other Loan Documents.

(b) Pay and discharge (i) all material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and (ii) all other material indebtedness, obligations and liabilities in accordance with customary trade practices; provided that the Borrower or such Subsidiary may contest any item described in clause (i) or (ii) of this Section 7.05(b) in good faith and by proper proceedings so long as adequate reserves are maintained with respect thereto to the extent required by GAAP.

(c) Perform all of its obligations under the terms of each mortgage, indenture, security agreement, loan agreement or credit agreement and each other agreement, contract or instrument by which it is bound, except where such non-performances could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

7.06 Compliance With Laws and Approvals. Observe and remain in compliance with all applicable Laws and maintain in full force and effect all Governmental Approvals, in each case applicable to the conduct of its business, except where the failure to observe, comply or maintain could not reasonably be expected to have a Material Adverse Effect.

7.07 Environmental Laws. In addition to and without limiting the generality of Section 7.06:

(a) Comply with, and use commercially reasonable efforts to ensure such compliance by all tenants and subtenants with all applicable Environmental Laws and obtain and comply with and maintain, and ensure that all tenants and subtenants obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except where the failure to obtain, comply or maintain could not reasonably be expected to have a Material Adverse Effect;

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws, and promptly comply with all lawful orders and directives of any Governmental Authority regarding Environmental Laws, except (i) where the failure to do so could not reasonably be expected to have a Material Adverse Effect or (ii) to the extent the Borrower or any of its Subsidiaries are contesting, in good faith, any such requirement, order or directive before the appropriate Governmental Authority so long as adequate reserves are maintained with respect thereto to the extent required by GAAP; and

(c) Defend, indemnify and hold harmless the Administrative Agent and the Lenders, and their respective parents, Subsidiaries, Affiliates, employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature known or unknown, contingent or otherwise, arising out of, or in any way relating to the violation of, noncompliance with or liability under any Environmental Laws applicable to the operations or properties of the Borrower or such Subsidiaries, or any orders, requirements or demands of Governmental Authorities related thereto, including, without limitation, reasonable and actual attorney's and consultant's fees, investigation and laboratory fees, response costs, court costs and litigation expenses, except to the extent that any of the foregoing directly result from the gross negligence or willful misconduct of the party seeking indemnification therefor.

7.08 Compliance with ERISA; ERISA Notices.

(a) Promptly, and in any event within five (5) Business Days after the Borrower obtains knowledge that an ERISA Event has occurred that could reasonably be expected to result in a Material Adverse Effect, the Borrower shall deliver or cause to be delivered a written statement by a Responsible Officer of the Borrower, describing such ERISA Event and any action that is being taken with respect thereto by the Borrower, or any ERISA Affiliate, and any action taken or threatened by the IRS, Department of Labor, or PBGC. The Borrower shall (i) promptly and in any event within two (2) Business Days after the filing thereof with the IRS, deliver or cause to be delivered a copy of each funding waiver request filed with respect to any Pension Plan and all communications received by the Borrower or, to the best knowledge of the Borrower, any ERISA Affiliate with respect to such request; and (ii) promptly and in any event within two (2) Business Days after receipt by the Borrower or, to the best knowledge of the Borrower, any ERISA Affiliate, of the PBGC's intention to terminate a Pension Plan or to have a trustee appointed to administer a Pension Plan, copies of each such notice; and

(b) As soon as is reasonably practicable upon the Administrative Agent's reasonable request, the Borrower shall cause to be delivered to the Administrative Agent each of the following: (i) the most recent determination letter issued by the IRS with respect to each Plan; (ii) for the three most recent Plan years, annual reports on Form 5500 Series required to be filed with any governmental agency for each Plan; (iii) all actuarial reports prepared for the last three Plan years for each Plan; (iv) a listing of all Multiemployer Plans, with the aggregate amount of the most recent annual contributions required to be made by the Borrower or any ERISA Affiliate to each such plan; (v) any information that has been provided in writing by any Governmental Authority to the Borrower or any ERISA Affiliate regarding withdrawal liability under any Multiemployer Plan; and (vi) the aggregate amount of the most recent annual payments made to former employees of the Borrower under any retiree health plan.

7.09 Conduct of Business. Carry on substantially all of its businesses in substantially the same fields as the businesses conducted on the Closing Date and in lines of business reasonably related thereto or as otherwise permitted pursuant to the terms of this Agreement. Additionally, the Permitted Securitization Subsidiary may carry on activities necessary or incidental to the acquisition of accounts receivable and related rights from the Borrower and the financing of such accounts receivable and related rights.

7.10 Visits and Inspections. Subject to compliance with applicable securities laws, permit representatives of the Administrative Agent or any Lender, from time to time upon reasonable prior written notice to the Borrower and during ordinary business hours, to visit and inspect its properties; inspect and make extracts from its books, records and files, including, but not limited to, management letters prepared by independent accountants; and discuss with its principal officers, and its independent accountants, its business, assets, liabilities, financial condition, results of operations and business prospects. Notwithstanding the foregoing, neither the Administrative Agent nor the L/C Issuer or any other Lender shall have the right to inspect or make or receive copies of any customer data files or any other credit information or files concerning consumers owned or maintained by the Borrower or any of its Subsidiaries.

7.11 Use of Proceeds. Use the proceeds of the Credit Extensions for working capital, for capital expenditures, to refinance existing Debt of the Borrower and its Subsidiaries, to finance non-hostile acquisitions by the Borrower and its Subsidiaries that are permitted hereunder, and for other lawful general corporation purposes of the Borrower and its Subsidiaries. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that would violate any rule or regulation of the Board of Governors of the Federal Reserve System, including Regulations T, U or X. All Letters of Credit will be used for general corporate purposes.

ARTICLE VIII. NEGATIVE COVENANTS

Until all of the Obligations (other than contingent liabilities not yet due and payable) have been paid and satisfied in full and the Maturity Date has occurred, unless consent has been obtained in the manner set forth in Section 11.01:

8.01 Maximum Leverage Ratio. As of the end of each fiscal quarter, commencing with the end of the first fiscal quarter ending after the Closing Date, the Borrower will not permit the Leverage Ratio to be greater than 3.50 to 1.00.

8.02 Liens. The Borrower will not, nor will it permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Lien on, or with respect to, any of its assets or properties (including without limitation shares of Capital Stock or other ownership interests owned by it), real or personal, whether now owned or hereafter acquired, except:

- (a) Liens existing on the Closing Date and set forth on Schedule 8.02;
- (b) Liens for taxes, assessments and other governmental charges or levies not yet due or as to which the period of grace, if any, related thereto has not expired or which are being contested in good faith and by appropriate proceedings if adequate reserves are maintained to the extent required by GAAP;
- (c) Liens of materialmen, mechanics, carriers, warehousemen, processors or landlords for labor, materials, supplies or rentals and other similar Liens imposed by law so long as such Liens secure claims incurred in the ordinary course of business, (i) which are not overdue for a period of more than thirty (30) days or (ii) which are being contested in good faith and by appropriate proceedings if adequate reserves are maintained to the extent required by GAAP;
- (d) Liens consisting of deposits or pledges made in the ordinary course of business (i) in connection with, or to secure payment of, obligations under workers' compensation, unemployment insurance or similar legislation or obligations under customer service contracts or (ii) to secure the performance of letters of credit, bids, tenders, sales, contracts, leases, statutory obligations, surety, appeal and performance bonds and other similar obligations incurred in the ordinary course of business, in each case not incurred in connection with the borrowing of money or the payment of the deferred purchase price of property;
- (e) Liens constituting encumbrances in the nature of zoning restrictions, easements, rights of way, and other rights or restrictions of record on the use of real property, which in the aggregate are not substantial in amount and which do not, in any case, materially detract from the value of any material parcel of real property or impair the use thereof in the ordinary conduct of business;
- (f) Liens in favor of the Administrative Agent for the benefit of the Administrative Agent and the Lenders;
- (g) Liens on the property or assets of any Subsidiary existing at the time such Subsidiary becomes a Subsidiary of the Borrower and not incurred in contemplation thereof, as long as the outstanding principal amount of the Debt secured thereby is not voluntarily increased by such Subsidiary after the date such Subsidiary becomes a Subsidiary of the Borrower;

(h) Liens on the property or assets of the Borrower or any Subsidiary securing Debt which is incurred to finance or refinance the acquisition of such property or assets; provided that (i) each such Lien shall be created substantially simultaneously with the acquisition of the related property or assets; (ii) each such Lien does not at any time encumber any property other than the related property or assets financed by such Debt and the proceeds thereof; (iii) the principal amount of Debt secured by each such Lien is not increased; and (iv) the principal amount of Debt secured by each such Lien (together with any accrued interest thereon and closing costs relating thereto) shall at no time exceed 100% of the original purchase price of such related property or assets at the time acquired;

(i) Liens consisting of judgment or judicial attachment Liens; provided that (i) the claims giving rise to such Liens are being diligently contested in good faith by appropriate proceedings; (ii) adequate reserves for the obligations secured by such Liens have been established and (iii) enforcement of such Liens has been stayed;

(j) Liens (if any) against the Borrower or any Consolidated Subsidiary which is created solely to evidence (i) the transfer of any receivables and related property by the Borrower and certain of its Subsidiaries as originators under any Permitted Securitization Transaction to another direct or indirect Subsidiary of the Borrower, as purchaser, pursuant to any Permitted Securitization Transaction, (ii) the transfer of any receivables and related property from the purchaser referred to in the immediately preceding clause (i) to any Permitted Securitization Subsidiary pursuant to any Permitted Securitization Transaction, and (iii) any back-up Lien granted by the purchaser referred to in the immediately preceding clause (i) and the Permitted Securitization Subsidiary, in each case solely in any receivables and related property being transferred pursuant to the Permitted Securitization Transaction;

(k) any Lien against a Permitted Securitization Subsidiary pursuant to any Permitted Securitization Transaction;

(l) any Lien on any specific fixed asset of any corporation existing at the time such corporation is merged or consolidated with or into the Borrower or a Consolidated Subsidiary and not created in contemplation of such event;

(m) any Lien arising out of the refinancing, extension, renewal or refunding of any Debt secured by any Lien permitted by any of the foregoing paragraphs of this Section; provided that (i) such Debt is not secured by any additional assets, and (ii) the amount of such Debt (together with any accrued interest thereon and closing costs relating thereto) secured by any such Lien is not increased;

(n) any Lien existing on any specific fixed asset prior to the acquisition thereof by the Borrower or a Consolidated Subsidiary and not created in contemplation of such acquisition;

(o) Liens securing Debt owing by any Subsidiary to the Borrower or another Wholly Owned Subsidiary;

(p) inchoate Liens arising under ERISA to secure current service pension liabilities as they are incurred under the provisions of Plans from time to time in effect;

(q) rights reserved to or invested in any municipality or governmental, statutory or public authority to control or regulate any property of the Borrower or such Subsidiary, as the case may be, or to use such property in a manner which does not materially impair the use of such property for the purposes of which it is held by the Borrower or such Subsidiary, as the case may be; and

(r) Liens not otherwise permitted by this Section 8.02 securing Debt or other obligations in an aggregate principal amount at any time outstanding that does not exceed 20% of Consolidated Net Tangible Assets, measured as of the date of the incurrence of such Debt or obligation.

8.03 Limitations on Subsidiary Debt. The Borrower will not permit any Subsidiary to contract, create, incur, assume or permit to exist any Debt, except:

(a) Debt arising under (i) this Agreement and the other Loan Documents and (ii) the Multi-Year Credit Agreement and any related Loan Documents (as such term is defined in the Multi-Year Credit Agreement);

(b) Debt existing as of the Closing Date as referenced on Schedule 5.01(p) (and renewals, refinancings or extensions thereof on terms and conditions no less favorable in any material respect to such Person than such existing Debt and in a principal amount not in excess of that outstanding as of the date of such renewal, refinancing or extension);

(c) Capital Lease obligations and Debt incurred, in each case, to provide all or a portion of the purchase price or costs of construction of an asset or, in the case of a Sale and Leaseback Transaction, to finance the value of such asset owned by the Borrower or any of its Subsidiaries; provided that (i) such Debt when incurred shall not exceed the purchase price or cost of construction of such asset or, in the case of a Sale and Leaseback Transaction, the fair market value of such asset and any transaction costs directly related thereto, (ii) no such Debt shall be refinanced for a principal amount in excess of the principal balance outstanding thereon (together with any accrued interest thereon and closing costs relating thereto) at the time of such refinancing, and (iii) the aggregate principal amount of all such Debt shall not exceed \$200,000,000 at any time outstanding;

(d) intercompany Debt owed by any Subsidiary of the Borrower to the Borrower or any other Subsidiary of the Borrower;

(e) Debt and Obligations owing under Hedging Agreements relating to the Loans hereunder and other Hedging Agreements entered into in order to manage existing or anticipated interest rate, exchange rate or commodity price risks and not for speculative purposes;

(f) Debt in connection with any Permitted Securitization Transaction;

(g) Debt of the types described in clause (j) of the definition of Debt which is incurred in the ordinary course of business in connection with (i) the sale or purchase of goods, or (ii) to assure performance by the Borrower or any of its Subsidiaries of their respective service contracts, operating leases, obligations to a utility or a governmental entity, or worker's compensation obligations;

(h) Support Obligations of Debt of the Borrower or Debt otherwise permitted under this Section 8.03;

(i) Debt set forth on Schedule 5.01(p); and

(j) other Debt of the Subsidiaries at any time outstanding which in the aggregate does not exceed 20% of Consolidated Net Tangible Assets, measured as of the date of the incurrence of such Debt.

8.04 Limitations on Mergers and Liquidation. The Borrower will not, nor will it permit any of its Subsidiaries to, merge, consolidate or enter into any similar combination with any other Person or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), except:

(a) The Borrower or a Subsidiary may merge with another Person that is not the Borrower or a Subsidiary provided that (i) in the case of any merger involving the Borrower or a Subsidiary that is organized under the laws of the United States or one of its states, such other Person is organized under the laws of the United States or one of its states, (ii) in the case of any merger involving the Borrower, the Borrower is the corporation surviving such merger, (iii) in the case of any merger involving a Subsidiary, the survivor is or will become a Subsidiary of the Borrower, (iv) immediately prior to and after giving effect to such merger, no Default or Event of Default exists or would exist, (iv) the Board of Directors of such Person has approved such merger and (v) such transaction is permitted under Section 8.06.

(b) Any Subsidiary may merge into the Borrower or any Wholly-Owned Subsidiary of the Borrower.

(c) Any Subsidiary may liquidate, wind-up or dissolve itself into the Borrower or any Wholly-Owned Subsidiary of the Borrower.

8.05 Limitation on Asset Dispositions. The Borrower will not, nor will it permit any of its Subsidiaries to, make any Asset Disposition (including, without limitation, in connection with any Sale and Leaseback Transaction), in one transaction or a series of transactions, unless (a) no Default or Event of Default shall exist on the date of, or shall result from, any such transaction (including after giving effect to such transaction on a pro forma basis); and (b) the assets so disposed of or transferred in connection with all such Asset Dispositions in any Fiscal Year did not contribute, in the aggregate, more than 20% of Consolidated Operating Profit for the immediately preceding Fiscal Year.

8.06 Limitations on Acquisitions. Other than transactions permitted under Section 8.07, the Borrower will not, nor will it permit any of its Subsidiaries to, acquire all or any portion of the Capital Stock or other ownership interest in any Person which is not a Subsidiary or all or any substantial portion of the assets, property and/or operations of a Person which is not a Subsidiary, unless (a) the Person, assets, property and/or operations being acquired operate in substantially the same or a similar line of business as any line of business engaged in by the Borrower or any of its Subsidiaries on the Closing Date or a business reasonably related thereto, including ancillary or complementary businesses; (b) in the case of an acquisition of Capital Stock or other ownership interest of a Person, the Board of Directors of the Person which is the subject of such acquisition shall have approved the acquisition; (c) no Default or Event of Default shall exist on the date of, or shall result from, any such acquisition (including after giving effect to such transaction on a pro forma basis); and (d) in the case of the acquisition of all or any portion of the Capital Stock or other ownership interest in any Person, such Person so acquired will be Consolidated with the Borrower in its financial statements upon the consummation of such acquisition.

8.07 Limitation on Restricted Investments. The Borrower will not, nor will it permit any of its Subsidiaries to, make any Restricted Investment unless, after giving effect thereto, the aggregate amount of all such Restricted Investments outstanding at any time does not exceed 20% of the Consolidated Total Assets, measured as of the date of the making of such Restricted Investment; provided that (i) the foregoing shall be tested as at the end of each fiscal quarter, and (ii) no Default or Event of Default shall have occurred and be continuing both before and after giving effect to any such Restricted Investment.

8.08 Limitation on Restricted Payments. The Borrower will not, nor will it permit any of its Subsidiaries to, directly or indirectly, declare, order, make or set apart any sum for or pay any Restricted Payment at any time that a Default or Event of Default has occurred and is continuing or would result from such Restricted Payment.

8.09 Limitation on Transactions with Affiliates. Neither the Borrower nor any of its Consolidated Subsidiaries shall enter into, or be a party to, any transaction with any Affiliate of the Borrower or such Subsidiary (which Affiliate is not the Borrower or a Subsidiary), except pursuant to the reasonable requirements of its business and upon fair and reasonable terms that are no less favorable to the Borrower or such Subsidiary than would be obtained in a comparable arm's length transaction with a Person which is not an Affiliate.

8.10 Limitation on Certain Accounting Changes. The Borrower will not (a) change its Fiscal Year end in order to avoid a Default or an Event of Default or if a Material Adverse Effect would result therefrom or (b) make any material change in its accounting treatment and reporting practices except as required by GAAP.

8.11 Limitation on Restricting Subsidiary Dividends and Distributions. The Borrower will not permit any Subsidiary to agree to, incur, assume or suffer to exist any restriction, limitation or other encumbrance (by covenant or otherwise) on the ability of such Subsidiary to make any payment to the Borrower or any of its Subsidiaries (in the form of dividends, intercompany advances or otherwise) or to transfer any of its properties or assets to the Borrower or any of its Subsidiaries, except:

- (a) Restrictions and limitations applicable to a Subsidiary existing at the time such Subsidiary becomes a Subsidiary of the Borrower and not incurred in contemplation thereof, as long as no such restriction or limitation is made more restrictive after the date such Subsidiary becomes a Subsidiary of the Borrower;
- (b) Restrictions and limitations imposed on any Permitted Securitization Subsidiary in connection with a Permitted Securitization Transaction;
- (c) Restrictions and limitations existing pursuant to the Multi-Year Credit Agreement and this Agreement; and

- (d) Other restrictions and limitations that are not material either individually or in the aggregate.

8.12 Hedging Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, enter into any Hedging Agreement, other than non-speculative Hedging Agreements entered into in the ordinary course of business in order to manage existing or anticipated interest rate, foreign exchange rate or commodity price risks.

ARTICLE IX. EVENTS OF DEFAULT AND REMEDIES

9.01 Events of Default. Each of the following shall constitute an Event of Default, whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule or regulation of any Governmental Authority or otherwise:

(a) Default in Payment of Principal of Loans and L/C Obligation. The Borrower shall default in any payment of principal of any Loan, Note or L/C Obligation when and as due (whether at maturity, by reason of acceleration or otherwise).

(b) Other Payment Default. The Borrower shall default in the payment when and as due (whether at maturity, by reason of acceleration or otherwise) of any interest, fees or other amounts owing on any Loan, Note or L/C Obligation or the payment of any other Obligation, and such default shall continue unremedied for five (5) Business Days after the earlier of a Responsible Officer becoming aware of such default or written notice thereof has been given to the Borrower by the Administrative Agent.

(c) Misrepresentation. Any representation, warranty or statement made or deemed to be made by the Borrower or any of its Subsidiaries, if applicable, under this Agreement, any Loan Document or any amendment hereto or thereto or in any certificate delivered to the Administrative Agent or to any Lender pursuant hereto and thereto, shall at any time prove to have been incorrect or misleading in any material respect when made or deemed made.

(d) Default in Performance of Certain Covenants. (i) The Borrower shall default in the performance or observance of any covenant or agreement contained in Sections 6.05(c), 7.01(a) and 7.11 and Article VIII, or (ii) the Borrower shall default in the performance or observance of any other covenant or agreement contained in Article VI, and such default shall continue unremedied for fifteen (15) days after the earlier of a Responsible Officer becoming aware of such default or written notice thereof has been given to the Borrower by the Administrative Agent.

(e) Default in Performance of Other Covenants and Conditions. The Borrower or any Subsidiary thereof, if applicable, shall default in the performance or observance of any term, covenant, condition or agreement contained in this Agreement (other than as specifically provided for otherwise in this Section 9.01) or any other Loan Document and such default shall continue for a period of thirty (30) days after the earlier of a Responsible Officer becoming aware of such default or written notice thereof has been given to the Borrower by the Administrative Agent.

(f) Hedging Agreement. Any termination payments in an amount greater than \$20,000,000 shall be due by the Borrower under any Hedging Agreement and such amount is not paid within thirty (30) Business Days of the due date thereof.

(g) Debt Cross-Default. The Borrower or any of its Material Subsidiaries shall (i) default in the payment of any Debt (other than Debt under this Agreement, the Notes or any L/C Obligation) the aggregate outstanding amount of which Debt is in excess of \$20,000,000, beyond the period of grace if any, provided in the instrument or agreement under which such Debt was created, or (ii) default in the observance or performance of any other agreement or condition relating to any Debt (other than Debt under this Agreement, the Notes or any L/C Obligation), the aggregate outstanding amount of which Debt is in excess of \$20,000,000 or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Debt (or a trustee or agent on behalf of such holder or holders) to cause, with the giving of notice if required, any such Debt to become due prior to its stated maturity (any such notice having been given and any applicable grace period having expired) or (iii) breach any covenant imposed upon such Person under any agreement relating to a Permitted Securitization Transaction causing the acceleration of the obligations thereunder or requiring the prepayment of such obligations or termination of such securitization program prior to its stated maturity or term and the Borrower or any Consolidated Subsidiary (other than any Permitted Securitization Subsidiary) has liability in excess of \$20,000,000 under such Permitted Securitization Transaction.

(h) Change in Control. An event described in clause (i), (ii) or (iii) below shall have occurred: (i) during any period of 12 consecutive months, individuals who at the beginning of such period constituted the board of directors of the Borrower (together with any new directors whose election by such board or whose nomination for election by the shareholders of the Borrower was approved by a vote of a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) and who were entitled to vote on such matters, cease for any reason to constitute a majority of the board of directors of the Borrower then in office, (ii) any person or group of persons (within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended) after the Closing Date shall obtain ownership or control in one or more series of transactions of more than 25% of the common stock or 25% of the voting power of the Borrower entitled to vote in the election of members of the board of directors of the Borrower or (iii) there shall have occurred under any indenture or other instrument evidencing any Debt in excess of \$20,000,000 any "change in control" (as defined in such indenture or other evidence of Debt) obligating the Borrower to repurchase, redeem or repay all or any part of the Debt provided for therein (any such event, a "Change in Control").

(i) Voluntary Bankruptcy Proceeding. The Borrower or any Material Subsidiary thereof shall (i) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (ii) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts, (iii) consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws, (iv) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of a substantial part of its property, domestic or foreign, (v) admit in writing its inability to pay its debts as they become due, (vi) make a general assignment for the benefit of creditors, or (vii) take any corporate action for the purpose of authorizing any of the foregoing.

(j) **Involuntary Bankruptcy Proceeding.** A case or other proceeding shall be commenced against the Borrower or any Material Subsidiary thereof in any court of competent jurisdiction seeking (i) relief under the federal bankruptcy laws (as now or hereafter in effect) or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts, or (ii) the appointment of a trustee, receiver, custodian, liquidator or the like for the Borrower or any Material Subsidiary thereof or for all or any substantial part of their respective assets, domestic or foreign, and such case or proceeding shall continue without dismissal or stay for a period of 60 consecutive days, or an order granting the relief requested in such case or proceeding (including, but not limited to, an order for relief under such federal bankruptcy laws) shall be entered.

(k) **Enforcement.** A creditor or an encumbrance (other than a judgment or order of the type referred to in ~~clause (l)~~ of this **Section 9.01**) attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced upon or sued out against, any of the undertakings and assets of the Borrower or any Subsidiary thereof having a value exceeding \$10,000,000 and (if capable of discharge) such possession is not terminated or such attachment or process is not satisfied, removed or discharge within 30 days.

(l) **Judgment.** A judgment or order for the payment of money which causes the aggregate amount of all such judgments or orders at any time undischarged and unstayed as provided for in this paragraph (exclusive of amounts covered by insurance provided by reputable insurers) to exceed \$10,000,000 shall be entered against the Borrower or any Subsidiary thereof by any court and such judgment or order shall continue without discharge or stay for a period of 30 days.

(m) **ERISA.** (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the Borrower under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC that results in a Material Adverse Effect, or (ii) the Borrower or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan that results in a Material Adverse Effect.

9.02 Remedies Upon Event of Default If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(c) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(d) exercise on behalf of itself, the Lenders and the L/C Issuer all rights and remedies available to it, the Lenders and the L/C Issuer under the Loan Documents;

provided that upon the occurrence of an Event of Default specified in Section 9.01(i) or (j) with respect to the Borrower, the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

9.03 Rights and Remedies Cumulative; Non-Waiver; etc. The enumeration of the rights and remedies of the Administrative Agent and the Lenders set forth in this Agreement is not intended to be exhaustive and the exercise by the Administrative Agent and the Lenders of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder or under the Loan Documents or that may now or hereafter exist in law or in equity or by suit or otherwise. No delay or failure to take action on the part of the Administrative Agent or any Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Event of Default. No course of dealing between the Borrower, the Administrative Agent and the Lenders or their respective agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any of the other Loan Documents or to constitute a waiver of any Event of Default.

9.04 Application of Funds. After the exercise of remedies provided for in Section 9.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 9.02), any amounts received on account of the Obligations shall, subject to the provisions of Sections 2.14 and 2.15, be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and Letter of Credit Fees) payable to the Lenders and the L/C Issuer (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuer and amounts payable under Article III), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans, L/C Borrowings and other Obligations, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized by the Borrower pursuant to Sections 2.03 and 2.14; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

Subject to Sections 2.03(c) and 2.14, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

ARTICLE X. ADMINISTRATIVE AGENT

10.01 Appointment and Authority. Each of the Lenders and the L/C Issuer hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer, and the Borrower shall have no rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

10.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

10.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including, for the avoidance of doubt, any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 2.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower, a Lender or the L/C Issuer.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

10.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

10.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

10.06 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower and subject to the approval by the Borrower provided that no Default or Event of Default shall exist at such time, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders and the L/C Issuer, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

(b) Any resignation by Bank of America as Administrative Agent pursuant to this Section shall also constitute its resignation as L/C Issuer and Swing Line Lender. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer and Swing Line Lender, (b) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

10.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the L/C Issuer also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

10.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Arrangers or Co-Syndication Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or the L/C Issuer hereunder.

10.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to the Borrower, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer and the Administrative Agent under Sections 2.03(i) and (j), 2.09 and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same in accordance with the Loan Documents and applicable Law;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or the L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or the L/C Issuer in any such proceeding.

ARTICLE XI. MISCELLANEOUS

11.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided that no such amendment, waiver or consent shall:

- (a) waive any condition set forth in Section 4.01(a) without the written consent of each Lender;
- (b) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 9.02) without the written consent of such Lender;
- (c) postpone any date fixed by this Agreement or any other Loan Document for any payment or mandatory prepayment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby;
- (d) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to ~~clause (iv)~~ of the second proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; provided that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate;
- (e) change Section 9.04 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;
- (f) change any provision of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender; or
- (g) change the definition of "Letter of Credit Sublimit" or "Swing Line Sublimit" or any other provision hereof (including Section 11.19) if the effect thereof would be to reinstate and make effective either Section 2.03 or Section 2.04 such that the Borrower would be able to request and the L/C Issuer and the Lenders would be obligated to make and/or participate in Letters of Credit and/or Swing Line Loans, as the case may be, in any case, without the written consent of each Lender

and provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; and (iv) the Fee Letter may not be amended, or rights or privileges thereunder waived, except pursuant to a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender.

11.02 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in clause (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower, the Administrative Agent, the L/C Issuer or the Swing Line Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Borrower).

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below, shall be effective as provided in such clause (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article II if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, as to clauses (i) and (ii), if such notice, e-mail or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided that in no event shall any Agent Party have any liability to the Borrower, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, the Administrative Agent, the L/C Issuer and the Swing Line Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the L/C Issuer and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(c) Reliance by Administrative Agent, L/C Issuer and Lenders The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic or electronic Committed Loan Notices and Swing Line Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender, the L/C Issuer or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege under Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided under the Loan Documents are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Borrower shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 9.02 for the benefit of all the Lenders and the L/C Issuer; provided that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) the L/C Issuer or the Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer or Swing Line Lender, as the case may be) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 11.08 (subject to the terms of Section 2.13), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to the Borrower under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.13, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and Arrangers and their respective Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent and Arrangers), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated); provided that notwithstanding the foregoing set forth in this clause (i), with respect to the fees and disbursements of counsel for the Administrative Agent and the Arrangers incurred prior to the Closing Date, the Borrower shall only be obligated to pay the fees and disbursements of Mayer Brown LLP, (ii) all reasonable out-of-pocket expenses incurred by the L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses actually incurred by the Administrative Agent, any Lender or the L/C Issuer (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or the L/C Issuer), and shall pay all actual fees and time charges for attorneys who may be employees of the Administrative Agent, any Lender or the L/C Issuer, in connection with the enforcement or protection of its rights and remedies (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and the L/C Issuer, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and actual fees, charges and disbursements of any counsel for any Indemnitee), and shall indemnify and hold harmless each Indemnitee from all reasonable and actual fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower arising out of, in connection with, or as a result of (i) this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of any matters addressed in Section 3.01), (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. Without limiting the provisions of Section 3.01(c), this Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under clause (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the L/C Issuer or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's share of the Total Credit Exposure at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), such payment to be made severally among them based on such Lenders' Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this clause (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in clause (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section and the indemnity provisions of Section 11.02(e) shall survive the resignation of the Administrative Agent, the L/C Issuer and the Swing Line Lender, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent, the L/C Issuer or any Lender, or the Administrative Agent, the L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of clause (b) of this Section, (ii) by way of participation in accordance with the provisions of clause (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of clause (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in clause (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this clause (b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in clause (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$10,000,000 unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(i i) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not apply to rights in respect the Swing Line Lender's rights and obligations in respect of Swing Line Loans;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by clause (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender;

(C) the consent of the L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made (A) to the Borrower or any of its Affiliates or Subsidiaries, or (B) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), or (C) to a natural person.

(vi) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swing Line Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to clause (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, a Defaulting Lender or the Borrower or any of the Borrower's Affiliates or Subsidiaries (each, a "Participant")) in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 11.04(c) without regard to the existence of any participation.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 11.01 that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section (it being understood that the documentation required under Section 3.01(e) shall be delivered to the Lender who sells the participation) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 3.06 and 11.13 as if it were an assignee under paragraph (b) of this Section and (B) shall not be entitled to receive any greater payment under Section 3.01 or 3.04, with respect to any participation, than the Lender from whom it acquired the applicable participation would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 3.06 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.13 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Resignation as L/C Issuer or Swing Line Lender after Assignment. Notwithstanding anything to the contrary contained herein, if at any time Bank of America assigns all of its Commitment and Loans pursuant to clause (b) above, Bank of America may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided that no failure by the Borrower to appoint any such successor shall affect the resignation of Bank of America as L/C Issuer or Swing Line Lender, as the case may be. If Bank of America resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). If Bank of America resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuer agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to Section 2.16(c) or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the consent of the Borrower or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, the L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. For purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or the L/C Issuer on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary thereof. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuer acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer, irrespective of whether or not such Lender or the L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower may be contingent or unmatured or are owed to a branch or office of such Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.15 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 11.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, the L/C Issuer or the Swing Line Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

11.13 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, or if any Lender delivers a notice under Section 2.14(c), or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

- (a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to 100% of the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc.

(a) This Agreement, the Notes and the other Loan Documents, unless otherwise expressly set forth therein, shall be governed by, construed and enforced in accordance with the laws of the State of Georgia, without giving effect to the conflict of law principles thereof.

(b) Each of the parties hereto hereby irrevocably consents to the personal jurisdiction of the state and federal courts located in Fulton County, Georgia, in any action, claim or other proceeding arising out of any dispute in connection with this Agreement, the Notes and the other Loan Documents, any rights or obligations hereunder or thereunder, or the performance of such rights and obligations. Each of the parties hereto hereby irrevocably consents to the service of a summons and complaint and other process in any action, claim or proceeding brought by any other party hereto in connection with this Agreement, the Notes or the other Loan Documents, any rights or obligations hereunder or thereunder, or the performance of such rights and obligations, on behalf of itself or its property, in the manner specified in Section 11.02. Nothing in this Section 11.14 shall affect the right of any of the parties hereto to serve legal process in any other manner permitted by Applicable Law or affect the right of any of the parties hereto to bring any action or proceeding against any other party hereto or its properties in the courts of any other jurisdictions.

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

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Arrangers, are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent and the Arrangers, , on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent and each Arranger each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (B) neither the Administrative Agent nor any Arranger has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent and the Arrangers and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent nor any Arranger has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent and the Arrangers with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 Electronic Execution of Assignments and Certain Other Documents. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

11.18 USA PATRIOT Act . Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

11.19 No Letters of Credit and Swing Line Loans. NOTWITHSTANDING ANY PROVISIONS OF ANY LOAN DOCUMENT TO THE CONTRARY, INCLUDING, IN PARTICULAR, SECTIONS 2.03 AND 2.04, BY ITS SIGNATURE BELOW, EACH OF THE PARTIES HERETO ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT, DURING THE TERM OF THIS AGREEMENT, THE BORROWER SHALL NOT (AND SHALL NOT BE PERMITTED TO) REQUEST, AND NEITHER THE L/C ISSUER NOR ANY LENDER SHALL BE UNDER ANY OBLIGATION (NOR HAVE ANY COMMITMENT) TO ISSUE, MAKE OR OTHERWISE PARTICIPATE IN, ANY LETTER OF CREDIT OR ANY SWING LINE LOAN.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

EQUIFAX INC.

By: _____

Name: _____

Title: _____

Credit Agreement

BANK OF AMERICA, N.A., as
Administrative Agent

By: _____

Name: _____

Title: _____

Credit Agreement

BANK OF AMERICA, N.A., as a Lender, L/C
Issuer and Swing Line Lender

By: _____

Name: _____

Title: _____

Credit Agreement

JPMORGAN CHASE BANK, N.A., as a Lender

By: _____

Name: _____

Title: _____

Credit Agreement

SUNTRUST BANK, as a Lender

By: _____

Name: _____

Title: _____

Credit Agreement

WELLS FARGO BANK, N.A., as a Lender

By: _____

Name: _____

Title: _____

Credit Agreement



1550 Peachtree Street, N.W. Atlanta, Georgia 30309

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Investor Relations
404-885-8804
jeff.dodge@equifax.com

Tim Klein
Media Relations
404-885-8555
404-771-2029 (wireless)
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**Equifax Announces Signing of Definitive Agreement to Purchase the
Credit Services Business of Computer Sciences Corporation for \$1.0 Billion**

ATLANTA – December 3, 2012 – Equifax Inc. (NYSE: EFX) today announced that its subsidiary, Equifax Information Services LLC, has entered into a definitive asset purchase agreement with CSC Credit Services, Inc., a subsidiary of Computer Sciences Corporation (NYSE: CSC), to purchase certain credit services business assets and operations of CSC. The purchase price is \$1.0 billion in cash. As a result of this transaction, Equifax expects to realize tax benefits from a step-up in the tax basis of the acquired assets having an estimated net present value of approximately \$200 million over a 15-year amortization period. The closing of the transaction is expected to occur by year-end.

Headquartered in Houston, TX, CSC's credit services business provides consumer credit services and related information to banks, mortgage companies, retail establishments, the automotive industry, medical entities, utility companies and other users of financial and credit information. CSC owns consumer credit files in 15 U.S. states covering approximately 20 percent of the U.S. population. CSC has been Equifax's largest credit affiliate since 1988. Equifax has been processing CSC's credit information and selling those files nationally since that time.

Richard F. Smith, Equifax Chairman and CEO, commented, "We are extremely pleased to announce the signing of the agreement to acquire the CSC credit services assets. We have a long working history with CSC and believe the acquisition of these assets will be a catalyst for the long-term growth of our USCIS business unit. We anticipate that the transaction will generate incremental net operating revenue to Equifax in the range of \$115 million to \$125 million and EBITDA of \$105 million to \$110 million. The pending transaction is also expected to be solidly accretive to Equifax's adjusted earnings per share in 2013. We will use a portion of any increased earnings for additional investments in growth initiatives and infrastructure across our businesses. "

Lee Adrean, Equifax CFO, said, "As a result of this transaction, our leverage initially will be modestly above our target range for net debt-to-EBITDA of 1.75 to 2.0, and we intend to focus the use of our free cash flow in 2013 on debt reduction rather than share repurchases in order to return to our target leverage. The combined impact of the acquisition and the change in focus on the use of cash is expected to be accretive to adjusted earnings per share attributable to Equifax (a non-GAAP measure, excluding the impact of acquisition-related amortization expense and including the benefit of tax-deductible amortization) by approximately \$0.45 to \$0.50 per share in 2013. The additional investment in growth initiatives and infrastructure will partially offset this accretion by approximately \$0.10 per share."

Completion of the transaction is subject to the expiration or termination of the applicable Hart-Scott-Rodino waiting period and other customary closing conditions. The purchase price is subject to further adjustment after closing for the actual amount of working capital acquired by Equifax and other specified matters; however, Equifax does not anticipate that any further adjustment will be material. The purchase agreement is not subject to any financing contingencies. Equifax intends to fund the cash purchase price using debt and available cash. On December 1, 2012, Equifax entered into a new \$350 million, 364-day revolving credit facility with Bank of America, N.A., as administrative agent and a lender, JP Morgan Chase Bank, N.A., SunTrust Bank, and Wells Fargo Bank N.A., to supplement an existing \$500 million senior revolving credit facility. The new credit facility is available for general corporate purposes including acquisitions.

Investor Day

On December 6, 2012, Equifax will hold an Investor Day at the New York Stock Exchange beginning at 8:30 a.m. ET. This event will provide investors with an opportunity to meet the Equifax leadership team, as well as learn about the company's proven growth strategy, consistent business execution, financial strength and vision for the future. Additional details will be forthcoming. The presentation will be webcast and the video and presentation materials will be posted by December 6, 2012 in the Investor Center section of the Equifax website at www.equifax.com.

About Equifax

Equifax is a global leader in consumer and commercial information solutions, providing businesses of all sizes and consumers with information they can trust. We organize and assimilate data on more than 500 million consumers and 81 million businesses worldwide, and use advanced analytics and proprietary technology to create and deliver customized insights that enrich both the performance of businesses and the lives of consumers.

Headquartered in Atlanta, Equifax operates and has investments in 17 countries and is a member of Standard & Poor's (S&P) 500® Index. Its common stock is traded on the New York Stock Exchange under the symbol EFX. For more information, please visit www.equifax.com.

Forward-Looking Statements

The information above contains forward-looking statements relating to, among other things, approvals, financing, completion and benefits of the proposed transaction. Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date they were made and reflect management's current estimates, projections, expectations or beliefs and which are subject to risks and uncertainties that may cause actual results to differ materially. Equifax's actual results or performance may differ materially from those suggested, expressed or implied by forward-looking statements due to a wide range of factors including, but not limited to, receipt of required regulatory approvals and satisfaction of conditions to closing the purchase of the CSC credit services assets and operations, other regulatory actions or changes, the realized benefits of the transaction such as improved operations, enhanced earnings, revenues and cash flows, growth potential and financial strength, tax benefits, our cash flows and ability to repay outstanding indebtedness and fully integrate the acquired assets into our operations, as well as general market conditions, competition and pricing. Please refer to Equifax's report on Form 10-K for the year ended December 31, 2011 and subsequent reports on Forms 10-Q and 8-K as filed with the Securities and Exchange Commission for additional information and additional factors that could affect our future results. Equifax is under no obligation (and disclaims any obligation) to update its forward-looking statements, whether as a result of new information, future events or otherwise.

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Note to editors: Trademarks and registered trademarks referenced herein remain the property of their respective owners.