business and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses provided by third parties), which are reasonable and customary and incurred in the ordinary course of business, plus any indemnification claims made by directors or officers of Holdings (or any parent thereof), in each of the foregoing cases, attributable to the ownership or operations of Holdings and its Subsidiaries;

(e) the proceeds of which shall be used to pay franchise taxes and other fees, taxes and expenses required to maintain the corporate existence of any direct or indirect parent of Holdings, within 30 days of the receipt thereof;

(f) the proceeds of which shall be used to pay customary salary, bonus and other benefits payable to officers and employees of any direct or indirect parent company to the extent such salaries, bonuses and other benefits are attributable solely to the operation of Holdings and its Subsidiaries;

(g) to any direct or indirect parent of the Borrower to finance any Investment permitted to be made pursuant to Section 7.01(18)(11); provided that (A) such dividend shall be made substantially concurrently with the closing of such Investment and (B) such parent shall, immediately following the closing thereof, cause (1) all property acquired (whether assets, Equity Securities) to be contributed to Holdings or its Subsidiaries or (2) the merger of the Person formed or acquired into Holdings or its Subsidiaries;

(h) to the extent such expenses are not otherwise reimbursed pursuant to the Sponsor Management Agreement, the proceeds of which shall be used to pay costs, fees and expenses (other than to Affiliates) related to any unsuccessful equity or debt offering permitted by this Agreement, if the proceeds of such offering were to be used for the benefit of the Reporting Companies or any of their Subsidiaries.

(32) **Holding Companies; Disposed Entities.** So long as (i) any amount owing hereunder remains unpaid, or (ii) any Lender has any obligations to make an Advance under this Agreement, and unless consent or waiver is given in accordance with Section 17.01 hereof:

(i) Holdings will not (a) engage in any business or activity other than complying with its obligations under the Credit Documents and under any agreements governing the terms and relative rights of its Equity Securities, compliance with Applicable Laws, ownership of the Equity Securities of LuxCo, [Contego AV HMSI, LLC and Contego AV AVI, LLC] [Hazard Management Solutions, LLC and Allen-Vanguard, LLC] and, in the event that LuxCo is no longer the direct parent of the Borrower, the Borrower and activities incidental thereto, (b) own any assets other than the Equity Securities of LuxCo, Contego AV HMSI, LLC and Contego AV AVI, LLC][Hazard Management Solutions, LLC and Allen-Vanguard, LLC] and, in the event that LuxCo is no longer the direct parent of the Borrower, the Borrower, cash and cash equivalents and de minimis amounts of other assets incidental to the conduct of its business, or (c) contract, create, incur, assume or suffer to exist any Debt

other than pursuant to the Credit Documents and Sponsor Transaction Documents.

(ii) The Loan Parties will cause each Disposed Entity not to (a) engage in any business, operations or activities other than in connection with liquidating or winding-up, (b) own any assets or property, or (c) contract, create, incur, assume or suffer to exist any Debt or other obligation under any agreement.

Section 7.03 Financial Covenants

(1) So long as (i) any amount owing hereunder remains unpaid, or (ii) any Lender has any obligations to make an Advance under this Agreement, and unless consent or waiver is given in accordance with Section 17.01 hereof, the Reporting Companies and their Subsidiaries shall:

(a) **Minimum Consolidated EBITDA.** Maintain as of the end of each Financial Quarter ending on the date set forth below, Consolidated EBITDA for the twelve-month period ending on such date of not less than the amount set forth opposite such period:

Financial Quarter ending	Amount
March 31, 2010	Baseline
June 30, 2010	Baseline plus Cdn. $2,000,000
September 30, 2010	Baseline plus Cdn. $4,000,000
December 31, 2010	Baseline plus Cdn. $6,000,000
March 31, 2011	Cdn. $21,800,000
June 30, 2011	Cdn. $21,800,000
September 30, 2011	Cdn. $25,000,000
December 31, 2011	Cdn. $26,800,000
March 31, 2012	Cdn. $29,800,000
June 30, 2012	Cdn. $33,800,000

Financial Quarter ending	Amount
September 30, 2012	Cdn. $37,800,000
December 31, 2012	Cdn. $41,800,000
March 31, 2013 and thereafter	Cdn. $45,800,000

(b) **Minimum Net Working Capital**. Maintain Net Working Capital of not less than Cdn. $25,000,000 as calculated as of December 31, 2009 and as calculated as of the last day of each subsequent Financial Quarter thereafter.

(c) **Unfunded Capital Expenditures**. Not make Unfunded Capital Expenditures in any period set forth below in an amount in excess of the amount set forth below:

Test Period	Amount
(i) Twelve months following the Effective Date, and for each Financial Year thereafter if (ii) and (iii) below do not apply	Cdn. $5,000,000
(ii) During any Financial Year after Financial Year 2010, if both (a) the aggregate Unadjusted EBITDA on a combined, consolidated basis for the Financial Quarter most recently ended during such Financial Year and the prior three Financial Quarters and (b) annual Unadjusted EBITDA on a combined, consolidated basis as set forth in the Annual Business Plan for such Financial Year, are greater than Cdn. $35,000,000	Cdn. $7,500,000
(iii) During any Financial Year after Financial Year 2010, if both (a) the Unadjusted EBITDA on a combined, consolidated basis for the Financial Quarter most recently ended during such Financial Year and the prior three Financial Quarters and (b) annual Unadjusted EBITDA on a combined, consolidated basis as set forth in the Annual Business Plan for such Financial Year, are greater than Cdn. $40,000,000	Cdn. $10,000,000

; provided, that up to 25% of the applicable Unfunded Capital Expenditures amount set forth above which are not expended in the applicable Financial Year may be added to the amount permitted for the next succeeding Financial Year, and any Unfunded Capital Expenditures made in such succeeding Financial Year shall be applied first to such carried-over amount when calculating the Unfunded Capital Expenditures for such succeeding Financial Year.

(2) All of the financial information used to calculate the financial covenants above shall be based on the financial statements of the Reporting Companies and their Subsidiaries and prepared on a combined, consolidated basis in accordance with GAAP.

ARTICLE 8

EVENTS OF DEFAULT

Section 8.01 Events of Default

(1) If any of the following events (each an "**Event of Default**") shall occur and be continuing:

(a) the Borrower shall fail to pay any principal amount of the Accommodations Outstanding when such amount becomes due and payable;

(b) any Loan Party shall fail to pay any interest or Fees when the same become due and payable hereunder or under any other Second Lien Credit Document and such failure shall remain unremedied for three (3) Business Days;

(c) any representation or warranty or certification made or deemed to be made by the Borrower or any other Loan Party in this Agreement or any other Second Lien Credit Document to which it is a party shall prove to have been incorrect in any material respect when made or deemed to be made;

(d) any Loan Party shall fail to perform, observe or comply with any of the covenants or reporting requirements contained in Section 7.01(2), Section 7.01(18), or Section 7.03;

(e) any Loan Party shall fail to perform or observe any other term, covenant or agreement contained in any Second Lien Credit Document to which it is a party (other than a covenant or agreement whose breach or default in performance is elsewhere in this Section 8.01 specifically dealt with) and such failure, if capable of being remedied, shall remain unremedied for 20 days;

(f) a Loan Party or any of its Subsidiaries shall fail to pay the principal of or premium or interest on any Debt (excluding any Debt hereunder) which is outstanding in an aggregate principal amount exceeding US $2,500,000 (or the equivalent amount in any other currency), when such amount becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace

period, if any, specified in the agreement or instrument relating to such Debt; or any other event shall occur or condition shall exist, and shall continue after the applicable grace period, if any, specified in any agreement or instrument relating to any such Debt, if the effect of such event is to accelerate, or permit the acceleration of such Debt; or any such Debt shall be declared to be due and payable in accordance with its terms prior to the stated maturity thereof;

(g) any writ of execution or similar process is enforced or levied upon Assets having a value of US $5,000,000 (or the equivalent amount in any other currency) or more of any Loan Party and remains undischarged, unvacated and unstayed for a period (for each action) of 10 days and, in any event, later than five Business Days prior to the date of any proposed sale thereunder, provided that, during such period, such process is in good faith disputed by such Loan Party;

(h) any judgment or order for the payment of money in excess of US $5,000,000 (or the equivalent amount in any other currency), net of any amounts available for the satisfaction of such judgment or order pursuant to an enforceable contract of insurance, shall be rendered against any Loan Party or any of its Subsidiaries and either (i) the same shall remain undischarged, unvacated, unstayed and unbonded pending appeal for a period of 30 consecutive days from the entry thereof or (ii) enforcement proceedings shall have been commenced by any creditor upon such judgment;

(i) any non monetary judgment or order shall be rendered against any Loan Party or any of its Subsidiaries that could be reasonably likely to have a Material Adverse Effect, and the same shall remain undischarged, unvacated, unstayed and unbonded pending appeal for a period of 30 consecutive days during which execution shall not be stayed;

(j) any Loan Party or any of its Subsidiaries (i) becomes insolvent, commits an act of bankruptcy or fails to generally pay its debts as such debts become due and payable; (ii) admits in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; (iii) institutes or has instituted against it any proceeding seeking (w) the possession, foreclosure, seizure, retention, sale or other disposition of, or other proceedings to enforce security over, all or any substantial part of its Assets, (x) to adjudicate it bankrupt or insolvent, (y) any liquidation, winding-up, reorganization (in each case, other than as specifically permitted hereunder), arrangement (other than as specifically permitted hereunder), adjustment, protection, relief or composition of it or its debts under any Applicable Law relating to bankruptcy, insolvency, reorganization, incorporation law or relief of debtors including any plan of compromise or arrangement or other similar corporate proceeding involving or affecting its creditors, or (z) the entry of an order for relief or the appointment of a receiver, trustee, interim receiver, receiver and manager, liquidator, custodian, sequestrator or other similar official for it or for any substantial part of its Assets, and in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of

30 days, or any of the actions sought in such proceeding (including the entry of an order for relief against it or the appointment of a receiver, trustee, interim receiver, receiver and manger, liquidator, custodian, sequestrate or other similar official for it or for any substantial part of its Assets) shall occur; (iv) in the case of any UK Guarantor is deemed unable to pay its debts pursuant to Section 123 of the *Insolvency Act* 1986 (UK); or (v) takes any corporate action to authorize any of the foregoing actions;

(k) any Impermissible Qualification of the audited financial statements required to be delivered pursuant to Section 7.01(1);

(l) any of the Second Lien Credit Documents executed and delivered by any Loan Party shall cease to be in full force and effect, and in each case, such failure shall remain unremedied for 10 Business Days following notice thereof by the Administrative Agent to the applicable Loan Party;

(m) the validity of any of the Second Lien Credit Documents or the applicability thereof to the Accommodations or any other obligations purported to be secured or guaranteed thereby or any part thereof shall be disaffirmed by or on behalf of any Loan Party;

(n) there shall occur a Change of Control;

(o) any Material Permit shall be modified, revoked or cancelled by the issuing party or other Governmental Authority having jurisdiction or any Loan Party is enjoined, restrained or in any way prevented by the order of a court or any Governmental Authority from conducting all or a material part of its business for more than 15 days;

(p) there shall occur any Change in Applicable Law applicable to export controls in Canada, the United States or the UK that would reasonably be expected to have a Material Adverse Effect or result in a material adverse risk of liability of the Administrative Agent or any Lender in connection with the Term Loan Facility, the use of proceeds thereof or any enforcement thereof;

(q) the indictment of any Loan Party under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against any Loan Party, pursuant to which statute or proceedings the penalties or remedies sought include forfeiture to any Governmental Authority of any material portion of the property of such Person; or

(r) failure of the Borrower to pay the fees of the Lenders' financial and legal advisers, including but not limited to those incurred in connection with the establishment of the Term Loan Facility, and the preparation, negotiation, settlement and enforcement of related documents and any related ongoing monitoring of the Borrower, within thirty (30) days of invoicing.

then, the Administrative Agent may, and shall at the request of the Majority Lenders, by written notice to the Borrower (i) terminate the Lenders' obligations to make further Accommodations under the Term Loan Facility; and (ii) (at the same time or at any time after such termination) declare the principal amount of all outstanding Advances and all interest and Fees accrued thereon and all other amounts payable under this Agreement in respect of the Term Loan Facility to be immediately due and payable, without presentment, demand, protest or further notice of any kind (except as required by Applicable Law), all of which are hereby expressly waived by the Borrower; provided that, upon the occurrence of an Event of Default under clause(j) above, the Lender's obligations to make further Accommodations under the Term Loan Facility shall automatically terminate and all outstanding Advances and all interest and Fees accrued thereon and all other amounts payable under this Agreement in respect of the Term Loan Facility shall become immediately due and payable, without any presentment, demand, protest or notice of any kind from the Administrative Agent or any Lender.

Section 8.02 Remedies Upon Demand and Default

(1) Subject to the terms of the Intercreditor Agreement, upon a declaration that the Accommodations Outstanding under the Term Loan Facility are immediately due and payable pursuant to Section 8.01, the Administrative Agent shall at the request of, or may with the consent of, the Majority Lenders, commence such legal action or proceedings as it, in its sole discretion, may deem expedient, including the commencement of enforcement proceedings under the Second Lien Security Documents or any other security granted by the Borrower or any other Loan Party to the Administrative Agent or the Lenders, or both, all without any additional notice, presentation, demand, protest, notice of dishonour, entering into of possession of any of the Assets, or any other action or notice (except as required by Applicable Law), all of which the Loan Parties hereby expressly waive.

(2) The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Second Lien Credit Documents are cumulative and are in addition to and not in substitution for any other rights or remedies. Nothing contained herein or in the Second Lien Security Documents or any other security hereafter held by the Administrative Agent on behalf of the Lenders, with respect to the indebtedness or liability of the Borrower or any other Loan Party to the Administrative Agent and the Lenders, or any part thereof, nor any act or omission of the Administrative Agent or the Lenders with respect to the Second Lien Security Documents, the Collateral or such other security, shall in any way prejudice or affect the rights, remedies and powers of the Administrative Agent and the Lenders hereunder or under the Second Lien Security Documents or such Collateral.

Section 8.03 Application of Proceeds

(1) Subject to the terms of the Intercreditor Agreement, the proceeds received by the Administrative Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Administrative Agent of its remedies, and any other funds realized by Administrative Agent during the continuance

of an Event of Default, shall be applied, subject to Applicable Laws, in full or in part, together with any other sums then held by the Administrative Agent pursuant to this Agreement, promptly by the Administrative Agent as follows:

(a) *First*, to permanently repay any Accommodations Outstanding under the Term Loan Facility or any Hedging Agreement with a Lender, including interest;

(b) *Second*, to the payment of all amounts for which the Administrative Agent is entitled to indemnification pursuant to the provisions of any Second Lien Credit Document, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(c) *Third*, to the payment in full in cash of all amounts owing in respect of interest and fees under this Agreement;

(d) *Fourth*, to the payment in full in cash, *pro rata*, of the principal and any other remaining obligations hereunder in each case equally and rateably in accordance with the respective amounts thereof then due and owing;

(e) *Fifth*, the balance, if any, to the person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns) or as a court of competent jurisdiction may direct.

Section 8.04 Borrower's Right to Cure.

(1) Notwithstanding anything to the contrary contained in Section 8.01, in the event of (i) a breach by the Borrower of the covenant in Section 7.03(1)(a), until the expiration of the fifth (5th) Business Day after the date on which the calculation of Minimum Consolidated EBITDA pursuant to Section 7.01(1)(a)(iv) is required to be delivered with respect to the applicable Financial Quarter hereunder, Holding shall have the right to issue common Equity Securities or Debt under this Agreement for cash and contribute such cash to the Borrower ("**Borrower's Cure Right**"). Upon receipt of such cash, the Borrower shall apply the amount of the net cash proceeds therefrom to increase Consolidated EBITDA with respect to such Financial Quarter and the next three (3) Financial Quarters commencing on the date of calculation, or (ii) a breach by the Borrower of the covenant in Section 7.03(1)(b), until the expiration of the fifth (5th) Business Day after the date on which the calculation of Minimum Net Working Capital pursuant to Section 7.01(1)(a)(iv) is required to be delivered with respect to such Financial Quarter, the Sponsor may make a Permitted Cash Investment and the Borrower shall apply the amount of the net cash proceeds thereof to increase Net Working Capital with respect to such applicable Financial Quarter.

(2) If, after the recalculations pursuant to clause (1) above, the Borrower shall then be in compliance with the requirements of the covenants set forth in Section 7.03(1)(a) or 7.03(1)(b), as applicable, during such Financial Quarter, the Borrower shall be deemed to have satisfied the requirements of such covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date,

and the applicable Default or Event of Default under such section that had occurred shall be deemed cured.

(3) Notwithstanding the provisions of this Section 8.04, the Lenders shall be deemed to have waived compliance with one (1) uncured shortfall of the Minimum Consolidated EBITDA once in each Financial Year covenant in Section 7.03(1)(a), as designated by the Borrower, in an amount less than or equal to $1,000,000.

(4) Notwithstanding the foregoing provisions of this Section 8.04, the Borrower's Right to Cure may only be exercised twice in any consecutive four-Financial Quarter period.

ARTICLE 9

YIELD PROTECTION

Section 9.01 Increased Costs

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

(a) 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; and

(b) impose on any Lender or any applicable interbank market any other condition, cost or expense affecting this Agreement or Accommodations made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Accommodation (or of maintaining its obligation to make any such Accommodation), or to increase the cost to such Lender, or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount), then upon request of such Lender from time to time, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(2) **Capital Requirements.** If any Lender determines that any Change in Applicable Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Accommodations made by such Lender, to a level below that which such Lender or its holding company could have achieved but for such Change in Applicable Law (taking into consideration such Lender's policies and the policies of its holding company with respect to capital adequacy), then upon demand from time to time, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or its holding company for any such reduction suffered.

(3) **Certificates for Reimbursement.** A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (1) or (2) of this Section ("**Additional Compensation**"), including a description of the event by reason of which it believes it is entitled to such compensation, and supplying reasonable supporting evidence (including, in the event of a Change of Applicable Law, a photocopy of the Applicable Law evidencing such change) and reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof. In the event the Lender subsequently recovers all or part of the Additional Compensation paid by the Borrower, it shall promptly repay an equal amount to the Borrower. The obligation to pay such Additional Compensation for subsequent periods will continue until the earlier of termination of the Accommodation or the Commitment affected by the Change in Applicable Law, change in capital requirement or the lapse or cessation of the Change in Applicable Law giving rise to the initial Additional Compensation. A Lender shall make reasonable efforts to limit the incidence of any such Additional Compensation and seek recovery for the account of the Borrower upon the Borrower's request at the Borrower's expense, provided such Lender in its reasonable determination suffers no appreciable economic, legal, regulatory or other disadvantage.

(4) **Delay in Requests.** Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation, except that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than 90 days prior to the date that such Lender notifies the Borrower of the Change in Applicable Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefore, unless the Change in Applicable Law giving rise to such increased costs or reductions is retroactive, in which case the 90-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 9.02 Taxes

(1) **Payments Subject to Taxes.** Any and all payments by a Loan Party to the Administrative Agent or any Lender under this Agreement or any other Second Lien Credit Document shall be made free and clear of, and without deduction or withholding for, any Indemnified Taxes, except as required by Applicable Law. If any Loan Party, the Administrative Agent or any Lender is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any obligation of a Loan Party hereunder or under any other Second Lien Credit Document, then (i) the sum payable shall be increased by that Loan Party when payable as necessary so that after making or allowing for all required deductions and payments (including deductions and payments applicable to additional sums payable under this Section) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions or payments been required, (ii) the Loan Party shall make any such deductions required to be made by it under Applicable Law and (iii) the Loan Party shall timely pay the full amount required

to be deducted to the relevant Governmental Authority in accordance with Applicable Law.

(2) **Payment of Other Taxes by the Borrower.** Without limiting the provisions of paragraph (1) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(3) **Indemnification by the Borrower.** The Borrower shall indemnify the Administrative Agent and each Lender, within 30 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent or such Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other 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 (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. In the event the Administrative Agent or any Lender subsequently recovers all or part of any payment made under this Section paid by or on behalf of a Borrower, it shall promptly pay, to the extent it can do so without being in a worse position than it would have been had the deduction or payment of such Taxes not been made, the amount received from the relevant Government Authority to the Borrower. Each Lender shall make reasonable efforts to limit the incidence of any payments under this Section and seek recovery for the account of the Borrower upon the Borrower's request at the Borrower's expense, provided such Lender in its reasonable determination suffers no appreciable economic, legal, regulatory or other disadvantage and further provided that nothing in this Section shall require a Lender to disclose any Tax returns of such Lender or any other Tax information which such Lender deems to be confidential. The Loan Parties' obligations and indemnity in this Section 9.02 shall survive the payment and satisfaction of all Guaranteed Obligations and the termination of this Agreement.

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

(5) **Tax Forms.** Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), (w) on or prior to the date on which such Foreign Lender becomes a "Foreign Lender" hereunder, (x) on or prior to the date on which any such form or certification expires or becomes obsolete, (y) after the occurrence of any event requiring a change in the most recent form or certification previously delivered by it pursuant to this clause (5) and (z)

from time to time upon the Borrower's reasonable request, as well as at any time or times prescribed by Applicable Law, such properly completed and executed documentation prescribed by Applicable Law or reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate.

(6) **Refunds of Taxes.** If the Administrative Agent or a Lender determines, in its sole discretion, that it has received a refund, or credit in lieu thereof, of any Taxes or Other 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 9.02, it shall pay over such refund, or amount equal to any credit in lieu thereof, to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 9.02 with respect to the Taxes or Other Taxes giving rise to such refund or credit in lieu thereof), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund or credit in lieu thereof); provided, that the Borrower, upon the request of the Administrative Agent or such Lender, 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 Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This Section shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

Section 9.03 Mitigation Obligations: Replacement of Lenders

(1) **Designation of a Different Lending Office.** If any Lender requests compensation under Section 9.01, or 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 9.02, then, upon the Borrower's request, such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Accommodations hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender (with the prior consent of the Borrower), such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 9.01 or 10.02, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(2) **Replacement of Lenders.** If any Lender requests compensation under Section 9.01, 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 9.02, if any Lender's obligations are suspended pursuant to Section 9.04 or if any Lender defaults in its obligation to fund Accommodations hereunder, then the Borrower may either, at its sole expense and effort, upon 10 days' notice to such Lender and the Administrative Agent: (i) repay all outstanding amounts due to such affected Lender (or such portion

which has not been acquired pursuant to clause (ii) below) and thereupon such Commitment of the affected Lender shall be permanently cancelled and the aggregate Commitment shall be permanently reduced by the same amount and the Commitment of each of the other Lenders shall remain the same; or (ii) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Article 16), all of its interests, rights and obligations under this Agreement and the related Second Lien Credit 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 pays the Administrative Agent the assignment fee specified in Section 16.01(2)(f);

(b) the assigning Lender receives payment of an amount equal to the outstanding principal of its Accommodations Outstanding, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Second Lien Credit Documents (including any breakage costs actually incurred and amounts required to be paid under this Agreement as a result of prepayment to a Lender) 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 9.01 or payments required to be made pursuant to Section 9.02, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with Applicable Law.

No Lender shall 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.

Section 9.04 Illegality

If any Lender determines that any Applicable 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 or maintain any Accommodation (or to maintain its obligation to make any Accommodation) to a Borrower or to receive the benefit of a Guarantee from a Guarantor, or receive the benefit of security over the assets or shares of such Borrower or Guarantor, or do business with such Borrower or Guarantor , or to determine or charge interest rates based upon any particular rate, then, on notice thereof by such Lender to the applicable Borrower through the Administrative Agent, any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender advises the Administrative Agent and the applicable Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the applicable Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), either, at the direction of the Lender, (i) agree that such Borrower or Guarantor shall not become a Borrower or Guarantor with respect to the Lender and /or agree

that the Lender shall not make or maintain any Accommodation (or maintain its obligation to make any Accommodation) to a Borrower or receive the benefit of a Guarantee from a Guarantor, or receive the benefit of security over the assets or shares of such Borrower or Guarantor, or do business with such Borrower or Guarantor or (ii) prepay (without prepayment penalty) or, if conversion would avoid the activity that is unlawful, convert any Loans. Upon any such prepayment or conversion, the applicable Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office (if such Lender has a different lending office), if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

ARTICLE 10

RIGHT OF SETOFF.

Section 10.01 Right of Setoff

If an Event of Default has occurred and is continuing, each of the Lenders and each of their respective Affiliates is hereby authorized at any time and from time to time 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 or any such Affiliate to or for the credit or the account of any Loan Party against any and all of the obligations of the Borrower or any Guarantor now or hereafter existing under this Agreement or any other Second Lien Credit Document to such Lender, irrespective of whether or not such Lender has made any demand under this Agreement or any other Second Lien Credit Document and although such obligations of the Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each of the Lenders and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and bankers' lien) that the Lenders or their respective Affiliates may have. Each Lender agrees to promptly notify the Borrower and the Administrative Agent after any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application. If any Affiliate of a Lender exercises any rights under this Section 10.01, it shall share the benefit received in accordance with Section 11.01 as if the benefit had been received by the Lender of which it is an Affiliate.

ARTICLE 11

SHARING OF PAYMENTS BY LENDERS

Section 11.01 Sharing of Payments by Lenders

(1) If any Lender, by exercising any right of setoff or counterclaim or otherwise, obtains any payment or other reduction that might result in such Lender receiving payment or other reduction of a proportion of the aggregate amount of its Accommodations and accrued interest thereon or other obligations hereunder greater than its *pro rata* share thereof as provided herein, then the Lender receiving such payment or other reduction shall

(a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Accommodations Outstanding and such other obligations 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 rateably in accordance with the aggregate amount of principal of and accrued interest on their respective Accommodations Outstanding and other amounts owing them, provided that:

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

(b) the provisions of this Section shall not be construed to apply to (x) any payment made by any Loan Party pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Accommodations, other than to any Loan Party or any Affiliate of a Loan Party (as to which the provisions of this Section shall apply); and

(c) the provisions of this Section shall not be construed to apply to (w) any payment made while no Event of Default has occurred and is continuing in respect of obligations of the Borrower to such Lender that do not arise under or in connection with this Agreement, (x) any payment made in respect of an obligation that is secured by a Permitted Encumbrance or that is otherwise entitled to priority over the Borrower's obligations under or in connection with the Second Lien Credit Documents, (y) any reduction arising from an amount owing to a Loan Party upon the termination of any Hedge Agreement entered into between the Loan Party and such Lender while no Event of Default has occurred and is continuing hereunder, or (z) any payment to which such Lender is entitled as a result of any form of credit protection obtained by such Lender.

(2) The Loan Parties consent to the foregoing and agree, to the extent they may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Loan Party rights of setoff and counterclaim and similar rights of Lenders with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party in the amount of such participation.

ARTICLE 12

ADMINISTRATIVE AGENT'S CLAWBACK

Section 12.01 Administrative Agent's Clawback

(1) **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 advance of funds that such Lender will not make available to the Administrative Agent such Lender's share of such advance, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with the

provisions of this Agreement concerning funding by Lenders 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 advance available to the Administrative Agent, then the applicable Lender shall pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with prevailing banking industry practice on interbank compensation. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Accommodation included in such advance. If the Lender does not do so forthwith, the Borrower shall pay to the Administrative Agent forthwith on written demand such corresponding amount with interest thereon at the interest rate applicable to the advance in question. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that has failed to make such payment to the Administrative Agent.

(2) **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 any Lender 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 the amount due to the Lenders. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with prevailing banking industry practice on interbank compensation.

ARTICLE 13

AGENCY

Section 13.01 Appointment and Authority

(1) Each of the Lenders hereby irrevocably appoints the Administrative Agent to act on its behalf as the Administrative Agent hereunder and under the other Second Lien Credit 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 and the Lenders, and no Loan Party shall have rights as a third party beneficiary of any of such provisions.

(2) Unless otherwise specified herein, the Administrative Agent shall perform the following duties under this Agreement:

(a) prior to the making of an Accommodation, ensure that all conditions precedent have been fulfilled in accordance with the terms of this Agreement, subject to Section 18.01(2) and any other applicable terms of this Agreement;

(b) take delivery of each Lender's ratable share of an Advance and make all Accommodations hereunder in accordance with the procedures set forth elsewhere in this Agreement;

(c) use reasonable efforts to collect promptly all sums due and payable by the Borrower pursuant to this Agreement;

(d) make all remittances to the Lenders in accordance with the provisions of this Agreement;

(e) hold the Security on behalf of the Lenders (except to the extent the Security is held by a trustee or collateral agent in accordance with this Agreement) and take all necessary steps to comply with registration requirements so that the Security remains perfected under Applicable Laws (except to the extent these functions are performed by a trustee or collateral agent), but each Lender shall notify the Agent of any circumstance that might affect the perfection of the Security of which the Lender becomes aware;

(f) hold all legal documents relating to the Term Loan Facility, maintain complete and accurate records showing all Accommodations made by the Lenders, all remittances and payments made by the Borrower to the Administrative Agent, all remittances made by the Administrative Agent to the Lenders and all fees or any other sums received by the Agent; and

(g) except as otherwise specifically provided for in this Agreement, promptly advise each Lender upon receipt of each notice and deliver to each Lender, promptly upon receipt, all other written communications furnished by the Borrower to the Administrative Agent on behalf of the Lenders pursuant to this Agreement, including without limitation copies of financial reports and certificates which are to be furnished to the Administrative Agent.

Section 13.02 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, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any Affiliate thereof as if such Person were not the Administrative Agent and without any duty to account to the Lenders.

Section 13.03 Exculpatory Provisions

(1) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Second Lien Credit Documents. 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 or Event of 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 Second Lien Credit Documents that the Administrative Agent is required to exercise as directed in writing by the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Second Lien Credit Documents), but 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 Second Lien Credit Document or Applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Second Lien Credit 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.

(2) 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 Majority Lenders (or such other number or percentage of the Lenders as is necessary, or as the Administrative Agent believes in good faith is necessary, under the provisions of the Second Lien Credit Documents) or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing the Default or Event of Default is given to the Administrative Agent by any Loan Party or a Lender.

(3) Except as otherwise expressly specified in this Agreement, 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 Second Lien Credit 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 or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Second Lien Credit Document or any other agreement, instrument or document or (v) the satisfaction of any condition specified in this Agreement, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 13.04 Reliance by the Administrative Agent

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet 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 an Accommodation that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Accommodation. 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.

Section 13.05 Indemnification of the Administrative Agent

Each Lender severally agrees to indemnify the Administrative Agent and any of its Related Parties and hold it harmless (to the extent not reimbursed by the Borrower), in its ratable portion, from and against any and all Losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel, which may be incurred by or asserted against the Administrative Agent and any of its Related Parties in any way relating to or arising out of the Second Lien Credit Documents or the transactions therein contemplated. However, no Lender shall be liable for any portion of such Losses, claims, damages, liabilities and related expenses resulting from the Administrative Agent's gross negligence or willful misconduct. The indemnity in this Section 13.05 shall survive the payment and satisfaction of all Guaranteed Obligations and the termination of this Agreement.

Section 13.06 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 Second Lien Credit Document by or through any one or more sub-Administrative Agents appointed by the Administrative Agent from among the Lenders (including the Person serving as Administrative Agent) and its respective Affiliates. The Administrative Agent and any such sub-Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The provisions of this Article and other provisions of this Agreement for the benefit of the Administrative Agent shall apply to any such sub-Administrative Agent and to the Related Parties of the Administrative Agent and any such sub-Administrative 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.

Section 13.07 Replacement of Administrative Agent

(1) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Majority Lenders shall have the right to appoint a successor. The Administrative Agent may also be removed at any time by the Majority Lenders upon 30 days' notice to the Administrative Agent and the Borrower as long as the Majority Lenders, in consultation with the Borrower, appoint and obtain the acceptance of a successor within such 30 days.

(2) If no such successor shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications specified in Section 13.07(1), 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 Second Lien Credit Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Second Lien Credit 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 directly, until such time as the Majority Lenders appoint a successor Administrative Agent as provided for above in the preceding paragraph.

(3) Upon 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 former Administrative Agent, and the former Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Second Lien Credit Documents (if not already discharged therefrom as provided in the preceding paragraph). 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 termination of the service of the former Administrative Agent, the provisions of this Article 13 and of Article 15 shall continue in effect for the benefit of such former Administrative Agent, its sub-Administrative Agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the former Administrative Agent was acting as Administrative Agent.

Section 13.08 Non-Reliance on Administrative Agent and Other Lenders

Each Lender 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 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 Second Lien Credit Document or any related agreement or any document furnished hereunder or thereunder.

Section 13.09 Collective Action of the Lenders

Each of the Lenders hereby acknowledges that to the extent permitted by Applicable Law, any collateral security and the remedies provided under the Second Lien Credit Documents to the Lenders are for the benefit of the Lenders (including the Lender Counterparties) collectively and acting together and not severally and further acknowledges that its rights hereunder and under any collateral security are to be exercised not severally, but by the Administrative Agent upon the decision of the Majority Lenders. Accordingly, notwithstanding any of the provisions contained herein or in any collateral security, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder including, without limitation, any declaration of default hereunder or thereunder, but that any such action shall be taken only by the Administrative Agent with the prior written agreement of the Majority Lenders. Each of the Lenders hereby further covenants and agrees that upon any such written agreement being given, it shall co-operate fully with the Administrative Agent to the extent requested by the Administrative Agent. Notwithstanding the foregoing, in the absence of instructions from the Lenders and where in the sole opinion of the Administrative Agent, acting reasonably and in good faith, the exigencies of the situation warrant such action, the Administrative Agent may without notice to or consent of the Lenders take such action on behalf of the Lenders as it deems appropriate or desirable in the interest of the Lenders.

Section 13.10 Supplemental Collateral Agent

If the Administrative Agent deems that by reason of any present or future law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Second Lien Credit Documents or take any other action which may be desirable or necessary in connection therewith, it may appoint an additional individual or institution as a separate trustee, co-trustee, collateral agent, collateral sub-agent or collateral co-agent, which individual or institution may or may not be a Lender or one of its Affiliates (any such additional individual or institution being referred to herein as a "**Supplemental Collateral Agent**"). In the event that the Administrative Agent appoints a Supplemental Collateral Agent with respect to any Collateral, (i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Second Lien Credit Documents to be exercised by or vested in or conveyed to the Administrative Agent with respect to such Collateral shall be exercisable by and vest in such Supplemental Collateral Agent to the extent, and only to the extent, necessary to enable such Supplemental Collateral Agent to exercise such rights, powers and privileges with respect to such Collateral and to perform such duties with respect to such Collateral, and every covenant and obligation contained in the Second Lien Credit Documents and necessary to the exercise or performance thereof by such Supplemental Collateral Agent shall run to and be enforceable by either the Administrative Agent or such Supplemental Collateral Agent, and (ii) the provisions of this Article and of Section 15.01 that refer to the Administrative Agent shall inure to the benefit of such Supplemental Collateral Agent and all references therein to the Administrative Agent shall be deemed to be references to the Administrative Agent and/or such Supplemental Collateral Agent, as the context may require.

Section 13.11 Intercreditor Agreement

Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to enter into the Intercreditor Agreement, on its behalf and to take such action on its behalf under the provisions of the Intercreditor Agreement. Each Lender further agrees to be bound as a "Second Lien Lender" by the terms and conditions of the Intercreditor Agreement as if it were a direct signatory thereto.

ARTICLE 14

NOTICES: EFFECTIVENESS; ELECTRONIC COMMUNICATION

Section 14.01 Notices, etc.

(1) **Notices Generally.** Except as provided in paragraph (2) 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 to the addresses or facsimile numbers specified on the signature pages to this Agreement or, if to a Lender, to it at its address or facsimile number specified in the Register or, if to a Loan Party other than a Borrower, in care of the Borrower.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given on a Business Day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (2) below, shall be effective as provided in said paragraph (2).

(2) **Electronic Communications.** Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites, including Intralinks) pursuant to procedures approved by the Administrative Agent and, in the case of the use of any web platform (such as Intralinks) reasonably acceptable to the Borrower, provided that the foregoing shall not apply to notices to any Lender if such Lender has notified the Administrative Agent that it is incapable of receiving notices, or does not wish to receive notices, under such Article by electronic communication. The Administrative Agent or the Borrower may, in their 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), provided that if such notice 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, 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.

Each Loan Party hereby acknowledges and agrees that Lenders may only wish to receive, whether through the electronic communication or otherwise, Public Information with respect to any Loan Party or any of its Subsidiaries and each Loan Party further agrees that it will identify and conspicuously mark any information, data or materials delivered to the Administrative Agent, whether pursuant to the terms of any Loan Document or otherwise, that consists solely of Public Information as "PUBLIC".

(3) **Change of Address, Etc.** Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

ARTICLE 15

EXPENSES; INDEMNITY: DAMAGE WAIVER

Section 15.01 Expenses; Indemnity: Damage Waiver

(1) **Costs and Expenses.** Each Loan Party shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Second Lien Credit 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), and (ii) all reasonable out-of-pocket expenses incurred by the Administrative Agent or any Lender, including the reasonable fees, charges and disbursements of counsel, in connection with the enforcement or protection of its rights in connection with this Agreement and the other Second Lien Credit Documents, including its rights under this Section, or in connection with the Accommodations issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Accommodations; provided, that, in the absence of an Event of Default which is continuing, the Loan Parties shall only be required to pay the fees, costs and expenses in connection with one inspection in any Financial Year that is conducted pursuant to Section 7.01(5)(a) hereof, and provided, further, that, in the absence of an Event of Default which is continuing, no Loan Party shall be responsible for the payment or reimbursement of any fees, costs or expenses that are incurred by any financial consultant to the Administrative Agent or any Lender in connection with this Agreement including, without limitation, any fees, costs or expenses incurred in connection with any inspection, that are in excess of US $50,000 in any Financial Year (which amount shall be pro rated for the portion of the Financial Year in which the Effective Date or Maturity Date occurs).

(2) **Indemnification by the Loan Parties.** Each Loan Party shall indemnify, jointly and severally, each of the Administrative Agent, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all Losses, claims, damages, liabilities and related expenses, including the reasonable fees and disbursements of any counsel for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Second Lien Credit Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby, (ii) any Accommodation or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence on or from any property owned, leased or used by any Loan Party or Release of Hazardous Substances into the environment, or any Environmental Liabilities related in any way to any Loan Party or the Business, 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 a Loan Party 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 are determined by a court of competent jurisdiction by final judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. The Loan Parties' obligations and indemnification under this Section 15.01(2) shall survive the satisfaction and release of the Security, the payment and satisfaction of all Guaranteed Obligations and the termination of this Agreement.

(3) **Reimbursement by Lenders.** To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under paragraph (1) or (2) of this Section to be paid by it to the Administrative Agent (or any sub-Administrative Agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-Administrative Agent), or such Related Party, 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-Administrative Agent) in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-Administrative Agent) in connection with such capacity.

(4) **Waiver of Consequential Damages, Etc.** To the fullest extent permitted by Applicable Law, no Loan Party shall assert, and each Loan Party hereby waives, any claim against any Indemnitee, on any theory of liability, for indirect, consequential, punitive, aggravated or exemplary damages (as opposed to direct damages) arising out of, in connection with, or as a result of, this Agreement, any other Second Lien Credit Document or any agreement or instrument contemplated hereby (or any breach thereof), the transactions contemplated hereby or thereby, any Accommodation or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection

with this Agreement or the other Second Lien Credit Documents or the transactions contemplated hereby or thereby.

(5) **Payments.** All amounts due under this Section shall be payable promptly after demand therefor. A certificate of the Administrative Agent or a Lender setting forth the amount or amounts owing to the Administrative Agent, Lender or a sub-Administrative Agent or Related Party, as the case may be, as specified in this Section, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be conclusive absent manifest error.

ARTICLE 16

SUCCESSORS AND ASSIGNS

Section 16.01 Successors and Assigns

(1) **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 no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder (except as the result of a transaction expressly permitted by this Agreement) without the prior written consent of the Administrative Agent and each of the Lenders, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of paragraph (2) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (4) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (6) 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 paragraph (4) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(2) **Assignments by Lenders.** Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Accommodations Outstanding at the time owing to it); provided that:

(a) except if an Event of Default has occurred and is continuing or in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Accommodations Outstanding at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment being assigned (which for this purpose includes Accommodations Outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Accommodations Outstanding 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 the "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than US $5,000,000, in the case of any assignment in respect of either the Term Loan Facility, unless the Administrative Agent otherwise consents to a lower amount (each such consent not to be unreasonably withheld or delayed) and the assignment is for the outstanding balance of the Lender's Commitment;

(b) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Accommodations Outstanding or the Commitment assigned, except that this clause (b) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate credits on a non-*pro rata* basis;

(c) any assignment must be approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed) unless the proposed assignee is the Sponsor, itself already a Lender, an Affiliate of a Lender or the Sponsor or an Approved Fund;

(d) unless an Event of Default has occurred and is continuing, no assignment shall be valid if such assignment is granted to the Persons specified in Schedule 8;

(e) no assignment shall be valid if such assignment is granted to any Embargoed Person resident in (operating in/owned by nationals of) any country that, after giving effect to the assignment, will impair the Company's ability to sell to the governments of Canada, United Kingdom, Australia and the United States, being any country listed on Schedule 8 as such list is amended from time to time as the Borrower shall advise the Administrative Agent. For greater certainty, it is the Borrower's sole responsibility to advise the Administrative Agent of any necessary amendment to Schedule 8;

(f) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of US $3,500 (other than in the case of multiple contemporaneous assignments by a Lender to an Affiliate of a Lender, or an Approved Funds, in which case only one such fee shall be payable), which fee shall not be for the account of the Loan Parties, and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (3) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement with respect to the interest assigned 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 other Second Lien Credit Documents, including any collateral security, 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 Article 15, and shall continue to be liable for any breach of this Agreement by such Lender, with respect to facts and circumstances occurring prior to the effective date of such assignment. Any payment by an assignee to an assigning Lender in connection with an assignment or transfer shall not be or be deemed to be a repayment by the Borrower or a new Accommodation to the Borrower.

(3) **Register.** The Administrative Agent shall maintain at its offices in Philadelphia, Pennsylvania 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 of the Accommodations Outstanding owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The Administrative Agent shall promptly enter such information in the Register upon receipt of each Assignment and Assumption delivered to it in compliance with paragraph (2) above, which entries shall be conclusive, absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(4) **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 Loan Party or any Affiliate of a Loan Party (other than the Sponsor)) (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 Accommodations Outstanding owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Second Lien Credit Documents and to approve any amendment, modification or waiver of any provision of this Agreement or the other Second Lien Credit Documents; 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 clause (2) of Section 17.01 that directly affects such Participant. Any payment by a Participant to a Lender in connection with a sale of a participation shall not be or be deemed to be a repayment by the Borrower or a new Accommodation to the Borrower.

(5) **Limitations upon Participant Rights.** A Participant shall not be entitled to receive any greater payment under Section 9.01 and Section 9.02, and in respect of any breakage

costs payable hereunder, than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

(6) **Certain Pledges.** Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, but 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.

ARTICLE 17

AMENDMENTS AND WAIVERS

Section 17.01 Amendments and Waivers

(1) Subject to subsections (2) and (3), no acceptance, amendment or waiver of any provision of any of the Second Lien Credit Documents, nor consent to any departure by the Borrower or any other Person from such provisions, shall be effective unless in writing and approved by the Majority Lenders. Any acceptance, amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

(2) Only written acceptances, amendments, waivers or consents signed by all Lenders shall (i) increase a Lender's Commitment; (ii) reduce the principal or amount of, or interest on, directly or indirectly, any Accommodation Outstanding or any Fees; (iii) postpone any date fixed for any payment of principal of, or interest on, any Accommodation Outstanding or any Fees; (iv) change the percentage of the Commitments or the number or percentage of Lenders required for the Lenders, or any of them, or the Administrative Agent to take any action; (v) other than in connection with a Disposition permitted or consented to hereunder, permit any termination of any of the guarantees required hereunder or the Second Lien Security Documents or release any of the guarantees or the Collateral subject to the Second Lien Security Documents; (vi) change the definition of Majority Lenders; (vii) amend Section 2.09; or (viii) amend this Section 17.01(2).

(3) Only written acceptances, amendments, waivers or consents signed by the Administrative Agent, in addition to the Majority Lenders, shall affect the rights or duties of the Administrative Agent under the Second Lien Credit Documents.

(4) [Intentionally Omitted.]

(5) In the event that any Lender (a "**Non-Consenting Lender**") fails to consent to any proposed amendment, modification, termination, waiver or consent with respect to any provision hereof or of any other Credit Document that requires the unanimous approval of all of the Lenders or the approval of all of the Lenders directly affected thereby, in each case in accordance with the terms of this Section, the Borrower shall be permitted, within 60 days of receipt by the Administrative Agent of evidence that the consent of the Majority Lenders has been obtained with respect to such amendment, modification, termination, waiver or consent, to replace such Non-Consenting Lender with a

replacement financial institution satisfactory to the Administrative Agent and, so long as the consent of the Majority Lenders shall have been obtained with respect to such amendment, modification, termination, waiver or consent; provided that (i) such replacement does not conflict with any Applicable Law, (ii) the replacement financial institution shall purchase, at par, all Accommodations and other amounts owing to the Non-Consenting Lender pursuant to the Second Lien Credit Documents on or prior to the date of replacement, (iii) the replacement financial institution shall approve the proposed amendment, modification, termination, waiver or consent, (iv) the Non-Consenting Lender shall be obligated to make such replacement in accordance with the provisions of Section 16.01 (provided that the Borrower shall be obligated to pay the registration and processing fee referred to in Section 16.01(2)(f)), (v) the Borrower shall provide at least three (3) Business Days' prior notice to the Non-Consenting Lender, and (vi) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the Non-Consenting Lender. In the event any Non-Consenting Lender fails to execute the agreements required under Section 16.01 in connection with an assignment pursuant to this Section, the Borrower may, upon two (2) Business Days' prior notice to the Non-Consenting Lender, execute such agreements on behalf of the Non-Consenting Lender, and each such Non-Consenting Lender hereby grants to the Borrower (and to any of them) an irrevocable power of attorney (which shall be coupled with an interest) for such purpose.

(6) Notwithstanding anything to the contrary in this Section 17.01, if at any time on or before the date that is 30 days following the Effective Date, the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of the Second Lien Credit Documents, then the Administrative Agent and the Loan Parties shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Majority Lenders within five (5) Business Days following receipt of notice thereof.

Section 17.02 Judgment Currency

(1) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due to a Lender in any currency (the "**Original Currency**") into another currency (the "**Other Currency**"), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, such Lender could purchase the Original Currency with the Other Currency on the Business Day preceding the day on which final judgment is given or, if permitted by Applicable Law, on the day on which the judgment is paid or satisfied.

(2) The obligations of the Borrower in respect of any sum due in the Original Currency from it to any Lender under any of the Second Lien Credit Documents shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the Lender of any sum adjudged to be so due in the Other Currency, the Lender may, in accordance with normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original

Currency so purchased is less than the sum originally due to the Lender in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding the judgment, to indemnify the Lender, against any loss, and, if the amount of the Original Currency so purchased exceeds the sum originally due to the Lender in the Original Currency, the Lender shall remit such excess to the Borrower.

Section 17.03 Releases

Upon the Disposition or any transfer of any item of Collateral of any Loan Party in accordance with, but only to the extent permitted by, the terms of the Second Lien Credit Documents, the Administrative Agent will, at the applicable Loan Party's expense, execute and deliver to such Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the Encumbrances granted under the Second Lien Security Documents in accordance with the terms of the Second Lien Credit Documents, and, in the case of any Disposition or any transfer involving the sale of any Guarantor (to the extent permitted by the Second Lien Credit Documents), a release of such Loan Party from its obligations under the Domestic Guarantee or its Foreign Guarantee, as the case may be and any other Second Lien Credit Documents to which it is a party.

ARTICLE 18

GOVERNING LAW; JURISDICTION; ETC.

Section 18.01 Governing Law; Jurisdiction; Etc.

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

(2) **Submission to Jurisdiction.** Each Loan Party irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of New York, the Supreme Court of the State of New York sitting in New York City, the courts of the United States for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Second Lien Credit Document (other than any Sponsor Transaction Document), or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law. Nothing contained in this Agreement or in any other Second Lien Credit Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Second Lien Credit Document against any Loan Party or its properties in the courts of any jurisdiction.

(3) **Waiver of Venue.** Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter

have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Second Lien Credit Document (other than any Sponsor Transaction Document) in any court referred to in paragraph (2) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(4) **Process Agent.** Each Loan Party located outside of Ontario hereby irrevocably appoints the Borrower as its agent to receive on behalf of such Loan Party and its property service of copies of the summons and complaint and any other process which may be served in any such action or proceeding. Such service may be made by mailing or delivering a copy of such process to such Loan Party in care of the Borrower at the Borrower's address specified in this Agreement, and such Loan Party hereby irrevocably authorizes and directs the Borrower to accept such service on its behalf. As an alternative method of service, each Loan Party also irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Loan Party at its address specified in this Agreement.

ARTICLE 19

WAIVER OF JURY TRIAL

Section 19.01 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 SECOND LIEN CREDIT 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, ADMINISTRATIVE 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 SECOND LIEN CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

ARTICLE 20

COUNTERPARTS; INTEGRATION; EFFECTIVENESS; ELECTRONIC EXECUTION

Section 20.01 Counterparts; Integration; Effectiveness; Electronic Execution

(1) **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 shall become effective when it has been executed by the Administrative Agent and when the Administrative Agent has 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 facsimile or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement and the other Second Lien Credit 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, including, without limitation, the Existing Credit Agreement (as defined below).

(2) **Electronic Execution of Assignments.** The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures 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 Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be.

ARTICLE 21

TREATMENT OF CERTAIN INFORMATION: CONFIDENTIALITY

Section 21.01 Treatment of Certain Information: Confidentiality

(1) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to it, its Affiliates and its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (in each of the foregoing cases, to the extent necessary to administer or enforce this Agreement and the other Second Lien Credit Documents) (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 by any regulatory authority having jurisdiction over it (including any self-regulatory authority), (c) to the extent required by Applicable Laws or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Second Lien Credit Document or any action or proceeding relating to this Agreement or any other Second Lien Credit 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 (ii) any actual or prospective counterparty (or its advisors) to any swap, derivative, credit-linked note or similar transaction relating to the Borrower and its obligations, (g) with the prior written consent

of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section by such Person or actually known to such Person or (y) becomes available to the Administrative Agent or any Lender on a non-confidential basis from a source other than a Loan Party. If the Administrative Agent or any Lender is requested or required to disclose any Information (other than by any bank examiner) pursuant to or as required by Applicable Laws or by a subpoena or similar legal process, the Administrative Agent or such Lender, as applicable, shall use its reasonable commercial efforts (to the extent permitted by Applicable Law) to provide the Borrower with notice of such requests or obligation in sufficient time so that the Borrower may seek an appropriate protective order or waive the Administrative Agent's, or such Lender's, as applicable, compliance with the provisions of this Section, and the Administrative Agent and such Lender, as applicable, shall, to the extent reasonable, co-operate with the Borrower in the Borrower obtaining any such protective order.

(2) For purposes of this Section, "**Information**" means all information received from any Loan Party relating to any Loan Party or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a non-confidential basis prior to such receipt. 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 in accordance with its internal policies. In addition, the Administrative Agent may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the facilities provided hereunder as is necessary to assign unique identifiers (and, if requested, supply a copy of this Agreement), it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to make available to the public only such Information as such person normally makes available in the course of its business of assigning identification numbers.

(3) In addition, and notwithstanding anything herein to the contrary, the Administrative Agent may provide to Loan Pricing Corporation and/or other recognized trade publishers information concerning the Borrower and the Term Loan Facility established herein of the nature customarily provided to Loan Pricing Corporation and/or other recognized trade publishers of such information for general circulation in the loan market.

(4) Each Lender that is subject to the requirements of the USA Patriot Act (referred to in the definition of Anti-Terrorism Laws) hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the names and addresses of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act.

ARTICLE 22

DOMESTIC GUARANTEE

Section 22.01 Domestic Guarantee

To induce the Administrative Agent and the Lenders to execute and deliver this Agreement and to make or maintain the Accommodations, and in consideration thereof, each Domestic Guarantor hereby, jointly and severally and irrevocably and unconditionally, guarantees to the Secured Parties, due and punctual payment and performance to the Secured Parties upon written demand made in accordance with the terms of this Agreement of all debts, liabilities and obligations of or owing by the Borrower or any other Loan Party to any Secured Party at any time and from time to time, present and future, direct and indirect, absolute and contingent, matured or not, arising from this Agreement or any other Second Lien Credit Document, and all amendments, restatements, replacements, renewals, extensions, or supplements and continuations thereof, and whether the Borrower is bound alone or with another or others, and whether as principal or surety, and including without limitation, all liabilities of the Borrower or any other Loan Party arising as a consequence of its failure to pay or fulfill any of such debts, liabilities and obligations, in each case subject to the terms of the Intercreditor Agreement (collectively, the "**Guaranteed Obligations**").

Each Domestic Guarantor which is incorporated or formed under the laws of a jurisdiction located within the United States, and by its acceptance of this Guarantee, the Administrative Agent and each Lender, hereby confirms that it is the intention of all such Persons that this Guarantee and the Guaranteed Obligations of such Domestic Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of U.S. bankruptcy laws, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state Law to the extent applicable to this Guarantee and the Guaranteed Obligations of such Domestic Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the Lenders and such Domestic Guarantors hereby irrevocably agree that the Guaranteed Obligations of such Domestic Guarantor under this Guarantee at any time shall be limited to the maximum amount as will not result in the Guaranteed Obligations of such Domestic Guarantor under this Guarantee constituting a fraudulent transfer or conveyance.

Each Domestic Guarantor hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Lender under this Guarantee or any other guarantee, such Domestic Guarantor will, subject to the terms of the Intercreditor Agreement, contribute, to the maximum extent permitted by Applicable Law, such amounts to each other Domestic Guarantor and each other guarantor so as to maximize the aggregate amount paid to the Administrative Agent and the Lenders under or in respect of the Second Lien Credit Documents.

Section 22.02 Indemnity

In addition to the guarantee specified in Section 22.01, each Domestic Guarantor agrees, subject to the terms of the Intercreditor Agreement, to, jointly and severally, indemnify and save each Secured Party harmless from and against all costs, Losses, expenses and damages it may suffer as a result or consequence of the Borrower's default in the performance of any of the Guaranteed

Obligations, any of the Guaranteed Obligations being or becoming void, voidable or unenforceable or ineffective against the Borrower, or any inability by any Secured Party to recover the ultimate balance due or remaining unpaid to such Secured Party in respect of the Guaranteed Obligations, including without limitation, legal fees incurred by or on behalf of any Secured Party resulting from any action instituted on the basis of this Guarantee.

Section 22.03 Payment and Performance

(1) If the Borrower fails or refuses to punctually make any payment or perform its Guaranteed Obligations, each Domestic Guarantor shall unconditionally render any such payment or performance upon demand in accordance with the terms of this Guarantee and the Intercreditor Agreement.

(2) Nothing but payment and satisfaction in full of the Guaranteed Obligations shall release any Domestic Guarantor from its obligations under this Guarantee, except for the Disposition of such Domestic Guarantor in a transaction permitted by this Agreement.

Section 22.04 Continuing Obligation

The only condition necessary as a condition of each Domestic Guarantor honouring its obligations under this Guarantee shall be a written demand by the Administrative Agent following the occurrence of an Event of Default which is continuing. This Guarantee shall be a continuing guarantee, shall cover all the Guaranteed Obligations, and shall apply to and secure any ultimate balance due or remaining unpaid to any Secured Party. This Guarantee shall continue to be binding regardless of:

(1) whether any other person or persons (an "**Additional Guarantor**") shall become in any other way responsible to any Secured Party for, or in respect of all or any part of the Guaranteed Obligations;

(2) whether any such Additional Guarantor shall cease to be so liable;

(3) the enforceability, validity, perfection or effect of perfection or non-perfection of any security interest securing the Guaranteed Obligations, or the validity or enforceability of any of the Guaranteed Obligations; or

(4) whether any payment of any of the Guaranteed Obligations has been made and where such payment is rescinded or must otherwise be returned upon the occurrence of any action or event, including the insolvency or bankruptcy of any Loan Party or otherwise, all as though such payment had not been made.

Section 22.05 Guarantee Unaffected

This Guarantee shall not be determined or affected, or the Secured Parties' rights under this Guarantee prejudiced by, the termination of any Guaranteed Obligations by operation of law or otherwise, including without limitation, the bankruptcy, insolvency, dissolution or liquidation of any Loan Party, any change in the name, business, powers, capital structure, constitution, objects, organization, directors or management of any Loan Party, with respect to transactions

occurring either before or after such change. Except to the extent of Dispositions permitted hereunder, this Guarantee is to extend to the liabilities of the person or persons for the time being and from time to time carrying on the business now carried on by any Loan Party, notwithstanding any reorganization of any Loan Party or any Additional Guarantor or the amalgamation of any Loan Party or any Additional Guarantor with one or more other corporations (in this case, this Guarantee shall extend to the liabilities of the resulting corporation and the terms "**Domestic Guarantor**" and "**Additional Guarantor**" shall include such resulting corporation) or any sale or disposal of any Loan Party's or the Additional Guarantor's business in whole or in part to one or more other persons and all of such liabilities shall be included in the Guaranteed Obligations. Each Domestic Guarantor agrees that the manner in which the Secured Parties may now or subsequently deal with any other Loan Party or any Additional Guarantor or any security (or any collateral subject to the security) or other guarantee in respect of the Guaranteed Obligations shall have no effect on any Domestic Guarantor's continuing liability under this Guarantee and such Domestic Guarantor irrevocably waives any rights it may have in respect of any of the above.

Section 22.06 Waivers

Each Domestic Guarantor waives each of the following, to the fullest extent permitted by Applicable Law:

(1) any defence based upon:

(a) the unenforceability or invalidity of all or any part of the Guaranteed Obligations, or any security or other guarantee for the Guaranteed Obligations or any failure of any Secured Party to take proper care or act in a commercially reasonable manner in respect of any security for the Guaranteed Obligations or any collateral subject to the security, including in respect of any disposition of the Collateral or any set-off of any Loan Party's bank deposits against the Guaranteed Obligations;

(b) any act or omission of a Loan Party or any other person, including the Secured Parties, that directly or indirectly results in the discharge or release of a Loan Party or any other person or any of the Guaranteed Obligations or any security for the Guaranteed Obligations; or

(c) any Secured Party's present or future method of dealing with any Loan Party, any Additional Guarantor or any security (or any collateral subject to the security) or other guarantee for the Guaranteed Obligations;

(2) any right (whether now or hereafter existing) to require any Secured Party, as a condition to the enforcement of this Guarantee including, without limitation, any indemnity provided for herein:

(a) to accelerate any of the Guaranteed Obligations or proceed and exhaust any recourse against a Loan Party or any other person;

(b) to realize on any security that it holds;

(c) to marshall the assets of such Domestic Guarantor or any other Loan Party; or

(d) to pursue any other remedy that such Domestic Guarantor may not be able to pursue itself and that might limit or reduce such Domestic Guarantor's burden;

(3) presentment, demand, protest and notice of any kind including, without limitation, notices of default and notice of acceptance of this Guarantee;

(4) any rights of subrogation or indemnification which it may have until the Guaranteed Obligations have been paid in full;

(5) all suretyship defences and rights of every nature otherwise available under Ontario Law and the Applicable Laws of any other jurisdiction; and

(6) all other rights and defences (legal or equitable) the assertion or exercise of which would in any way diminish the liability of such Domestic Guarantor under this Guarantee.

Section 22.07 Secured Parties' Right to Act

Subject to the terms of the Intercreditor Agreement, each Secured Party has the right to deal with any Loan Party, the documents creating or evidencing the Guaranteed Obligations and the security (or any collateral subject to the security) now or subsequently held by any Secured Party (including without limitation, all modifications, extensions, replacements, amendments, renewals, restatements, and supplements to such documents or security) as such Secured Party may see fit, without notice to any Loan Party and without in any way affecting, relieving, limiting or lessening such Loan Party's liability under this Guarantee or any other Security Document to which it is a party. Subject to the terms of the Intercreditor Agreement, each Secured Party may:

(1) grant time, renewals, extensions, indulgences, releases and discharges to any Loan Party;

(2) take new or additional security (including without limitation, other guarantees) from any Loan Party;

(3) discharge or partially discharge any or all existing security;

(4) elect not to take security from any Loan Party or not to perfect security;

(5) cease or refrain from, or continuing to, giving credit or making loans or advances to any Loan Party;

(6) accept partial payment or performance from any Loan Party or otherwise waive compliance by any Loan Party with the terms of any of the documents or security;

(7) assign any such document or security to any person or persons;

(8) deal or dispose in any manner (whether commercially reasonably or not) with any security (or any collateral subject to the security) or other guarantee for the Guaranteed Obligations; or

(9) apply all dividends, compositions and moneys at any time received from any Loan Party or others or from the security upon such part of the Guaranteed Obligations as each Secured Party deems appropriate.

Section 22.08 Assignment and Postponement

Subject to the terms of the Intercreditor Agreement, all indebtedness and liability, present and future, of each Loan Party to each Domestic Guarantor is hereby assigned as security to the Administrative Agent on behalf and for the benefit of the Secured Parties and postponed to the Guaranteed Obligations, and, following the occurrence of an Event of Default that is continuing, all monies received by any Domestic Guarantor in respect thereof shall be received in trust for the Secured Parties and forthwith upon receipt thereof shall be paid over to the Administrative Agent on behalf and for the ratable benefit of the Secured Parties; provided that, for the avoidance of doubt, absent the continuance of an Event of Default, this Section 22.08 shall not prohibit or restrict payments and repayments by or to any Domestic Guarantor to the extent otherwise permitted by this Agreement.

Section 22.09 Action or Inaction

Except as otherwise provided by Applicable Law, no action or omission on the part of any Secured Party in exercising or failing to exercise its rights under this Section or in connection with or arising from all or part of the Guaranteed Obligations shall make any Secured Party liable to any Domestic Guarantor for any Loss occasioned to such Domestic Guarantor. No Loss of or in respect of any securities received by any Secured Party from any other Loan Party or others, whether occasioned by any Secured Party's fault or otherwise, shall in any way affect, relieve, limit or lessen any Domestic Guarantor's liability under this Guarantee.

Section 22.10 Secured Parties' Rights

The rights and remedies provided in this Section are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by Applicable Law.

Section 22.11 Demand

The Administrative Agent may make demand in writing to any Domestic Guarantor at any time and from time to time after the occurrence of and during the continuance of an Event of Default, each such written demand to be accepted by such Domestic Guarantor as complete and satisfactory evidence of the amount of the Guaranteed Obligations to be paid by such Domestic Guarantor absent manifest error. Each Domestic Guarantor shall pay to the Administrative Agent such amount or amounts payable under this Guarantee immediately upon such written demand.

Section 22.12 No Representations

Each Domestic Guarantor acknowledges that this Guarantee has been delivered free of any conditions and that there are no representations which have been made to such Domestic Guarantor affecting such Domestic Guarantor's liability under this Guarantee except as may be specifically embodied in this Guarantee and agrees that this Guarantee is in addition to and not in substitution for any other guarantee(s) held or which may subsequently be held by or for the benefit of any Secured Party.

ARTICLE 23

INDEMNITY

Section 23.01 Indemnity of Lenders

It is the intention of the parties hereto that following the Closing, each Lender hereto shall sell and assign to LuxCo all of its rights and obligations in its capacity as a Lender under this Agreement pursuant to an Assignment and Assumption Agreement in substantially similar form to Schedule 7. In connection with such assignment, the Borrower irrevocably agrees to indemnify and save harmless each Lender against all costs, charges, taxes and expenses, including any amount paid to settle any action or to satisfy any judgment, incurred by any of the Lenders in respect of any action or proceeding to which the Lender is made a party as a result of being a party to this Agreement. The Lenders and the Borrower agree that on the date hereof, the Lenders are contributing an amount of US $54,300,000 in obligations under the Existing Credit Agreement (as defined in the First Lien Credit Agreement) in satisfaction of their obligation to make an Advance in the amount of the Commitment under the Term Loan Facility to the Company on the Effective Date (the "Initial Contribution"). For the avoidance of doubt, the parties hereto agree that this Section 23.01 shall not apply to any costs, charges, taxes and expenses that are incurred by a Lender to the extent such costs, charges, taxes or expenses would have been incurred by such Lender if, instead of making the Initial Contribution, such Lender would have instead sold the amount of such contributed obligations to Luxco in exchange for Luxco paying such Lender an amount of cash equal to US $47,150,000.

[Signature Page is Next Page]

[To be updated]

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

2400 St. Laurent Blvd.
Ottawa, Ontario
K1G 6C4

Attention: Elisabeth Preston
Fax No.: (613) 747-7942

[ALLEN-VANGUARD CORPORATION], as Borrower

By: _____
Name:
Title:

By: _____
Name:
Title:

2400 St. Laurent Blvd.
Ottawa, Ontario
K1G 6C4

Attention: Elisabeth Preston
Fax No.: (613) 747-7942

[ALLEN-VANGUARD TECHNOLOGIES INC.], as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

2400 St. Laurent Blvd.
Ottawa, Ontario
K1G 6C4

Attention: Elisabeth Preston
Fax No.: (613) 747-7942

[VANGUARD PROTECTIVE TECHNOLOGIES INC.], as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

2400 St. Laurent Blvd.
Ottawa, Ontario
K1G 6C4

Attention: Elisabeth Preston
Fax No.: (613) 747-7942

[1252144 ALBERTA LTD.], as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

2400 St. Laurent Blvd.
Ottawa, Ontario
K1G 6C4

Attention: Elisabeth Preston
Fax No.: (613) 747-7942

[MED-ENG TECHNOLOGIES, by its partner Allen-Vanguard Technologies Inc.], as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

2400 St. Laurent Blvd.
Ottawa, Ontario
K1G 6C4

Attention: Elisabeth Preston
Fax No.: (613) 747-7942

[VANGUARD RESPONSE SYSTEMS (UK) LIMITED], as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

2400 St. Laurent Blvd.
Ottawa, Ontario
K1G 6C4

Attention: Elisabeth Preston
Fax No.: (613) 747-7942

[P W ALLEN HOLDINGS LIMITED], as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

2400 St. Laurent Blvd.
Ottawa, Ontario
K1G 6C4

Attention: Elisabeth Preston
Fax No.: (613) 747-7942

[ALLEN-VANGUARD INC.], as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

2400 St. Laurent Blvd.
Ottawa, Ontario
K1G 6C4

Attention: Elisabeth Preston
Fax No.: (613) 747-7942

[ALLEN VANGUARD LTD.], as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

2400 St. Laurent Blvd.
Ottawa, Ontario
K1G 6C4

Attention: Elisabeth Preston
Fax No.: (613) 747-7942

[HAZARD MANAGEMENT SOLUTIONS LIMITED], as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

2400 St. Laurent Blvd.
Ottawa, Ontario
K1G 6C4

Attention: Elisabeth Preston
Fax No.: (613) 747-7942

[HAZARD MANAGEMENT SOLUTIONS, INC.], as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

[VERSA], as Administrative Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

Royal Bank of Canada
12th Floor, South Tower
Royal Bank Plaza
200 Bay Street
Toronto, Ontario
M5J 2W7

Attention:
Fax No.:

ROYAL BANK OF CANADA, as a Lender

By: _____

Name:

Title:

By: _____

Name:

Title:

Attention:
Fax No.:

CANADIAN IMPERIAL BANK OF COMMERCE, as a Lender

By: _____

Name:

Title:

By: _____

Name:

Title:

Attention:
Fax No.:

THE BANK OF NOVA SCOTIA, as a Lender

By: _____

Name:

Title:

By: _____

Name:

Title:

Attention:
Fax No.:

BANK OF MONTREAL, as a Lender

By: _____

Name:

Title:

By: _____

Name:

Title:

Attention:
Fax No.:

BANK OF AMERICA, N.A., CANADA BRANCH, as a Lender

By: _____

Name:

Title:

By: _____

Name:

Title:

Attention:
Fax No.:

SUMITOMO MITSUI BANKING CORPORATION OF CANADA, as a Lender

By: _____

Name:

Title:

By: _____

Name:

Title:

Attention:
Fax No.:

STATE BANK OF INDIA (CANADA)

By: _____
Name:
Title:

By: _____
Name:
Title:

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SCHEDULE E
ASSIGNMENT AGREEMENT

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "**Assignment and Assumption**") is dated as of the Effective Date set forth below and is entered into by and between the parties on the signature pages hereto under the heading "ASSIGNORS" (each an "**Assignor**" and, collectively, the "**Assignors**") and Contego AV Luxembourg Sarl (the "**Assignee**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Second Lien Credit Agreement identified below (the "**Second Lien Credit Agreement**"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For the consideration set forth next to such Assignor's name below, such Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from such Assignor, subject to and in accordance with the Standard Terms and Conditions and the Second Lien Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of such Assignor's rights and obligations in its capacity as a Lender under the Second Lien Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of such Assignor under the Term Loan Facility and (ii) to the extent permitted to be assigned under Applicable Law, all claims, suits, causes of action and any other right of such Assignor against any Person, whether known or unknown, arising under or in connection with the Second Lien Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan-transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "**Assigned Interest**"). Such sale and assignment is without recourse to the Assignors and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignors.

1. Assignors: Royal Bank of Canada
   Canadian Imperial Bank of Commerce
   The Bank of Nova Scotia
   Bank of Montreal
   Bank of America, N.A., Canada Branch
   Sumitomo Mitsui Banking Corporation of Canada
   State Bank of India (Canada)

2. Assignee: Contego AV Luxembourg Sarl

3. Administrative Agent: [Versa], as the Administrative Agent under the Second Lien Credit Agreement

4. Second Lien Credit Agreement: means the Second Lien Credit Agreement dated as of [_____], 2009 between the Assignee, Allen-Vanguard Corporation, as Borrower, the Guarantors party thereto, the Administrative Agent and the Lenders party thereto.

5. Assigned Interest:

Assignor	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/ Loans Assigned	Percentage Assigned of Commitment/ Loans	Purchase Price
Royal Bank of Canada	$	$	%	$
Canadian Imperial Bank of Commerce				
The Bank of Nova Scotia				
Bank of Montreal				
Bank of America, N.A., Canada Branch				
Sumitomo Mitsui Banking Corporation of Canada				
State Bank of India (Canada)				

6. Effective Date: _____

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

ASSIGNORS

Royal Bank of Canada
12th Floor, South Tower
Royal Bank Plaza
200 Bay Street
Toronto, Ontario
M5J 2W7

Attention:
Fax No.:

ROYAL BANK OF CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

Attention:
Fax No.:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name:

Title:

By: _____

Name:

Title:

Attention:
Fax No.:

THE BANK OF NOVA SCOTIA

By: _____

Name:

Title:

By: _____

Name:

Title:

Attention:
Fax No.:

BANK OF MONTREAL

By: _____

Name:

Title:

By: _____

Name:

Title:

Attention:
Fax No.:

BANK OF AMERICA, N.A., CANADA BRANCH

By: _____

Name:

Title:

By: _____

Name:

Title:

Attention:
Fax No.:

SUMITOMO MITSUI BANKING CORPORATION OF CANADA

By: _____

Name:

Title:

By: _____

Name:

Title:

Attention:
Fax No.:

STATE BANK OF INDIA (CANADA)

By: _____

Name:

Title:

By: _____

Name:

Title:

ASSIGNEE

Attention:
Fax No.:

CONTEGO AV LUXEMBOURG SARL

By: _____

Name:

Title:

By: _____

Name:

Title:

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. **Representations and Warranties.**

1.1. **Assignor.** Each Assignor, severally with respect to such Assignor and not jointly with any other Assignor, (a) represents and warrants that (i) it is the legal and beneficial owner of its Assigned Interest, (ii) such Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Second Lien Credit Agreement or any other Second Lien Credit Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Second Lien Credit Documents or any collateral thereunder, (iii) the financial condition of the Loan Parties or the Secured Parties, or any other Person obligated in respect of any Second Lien Credit Document or (iv) the performance or observance by the Loan Parties or the Secured Parties, or any other Person of any of their respective obligations under any Second Lien Credit Document.

1.2. **Assignee.** The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Second Lien Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Second Lien Credit Agreement (subject to receipt of such consents as may be required under the Second Lien Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Second Lien Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, and (iv) it has received a copy of the Second Lien Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 7.01(1) thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, any Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Second Lien Credit Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Second Lien Credit Documents are required to be performed by it as a Lender.

2. **General Provisions.** This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which

together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law governing the Second Lien Credit Agreement.