

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended **July 2, 2016**
or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-01043

BRUNSWICK
Brunswick Corporation

(Exact name of registrant as specified in its charter)

Delaware

36-0848180

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

1 N. Field Court, Lake Forest, Illinois 60045-4811

(Address of principal executive offices, including zip code)

(847) 735-4700

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The number of shares of Common Stock (\$0.75 par value) of the registrant outstanding as of August 1, 2016 was 90,219,878.

BRUNSWICK CORPORATION
INDEX TO QUARTERLY REPORT ON FORM 10-Q
July 2, 2016

TABLE OF CONTENTS

	Page
PART I – FINANCIAL INFORMATION	
<u>Item 1. Condensed Consolidated Financial Statements (unaudited)</u>	
<u>Condensed Consolidated Statements of Comprehensive Income for the three months and six months ended July 2, 2016 and July 4, 2015</u>	<u>3</u>
<u>Condensed Consolidated Balance Sheets as of July 2, 2016, December 31, 2015 and July 4, 2015</u>	<u>4</u>
<u>Condensed Consolidated Statements of Cash Flows for the six months ended July 2, 2016 and July 4, 2015</u>	<u>6</u>
<u>Notes to Condensed Consolidated Financial Statements</u>	<u>7</u>
<u>Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>26</u>
<u>Item 3. Quantitative and Qualitative Disclosures About Market Risk</u>	<u>38</u>
<u>Item 4. Controls and Procedures</u>	<u>38</u>
PART II – OTHER INFORMATION	
<u>Item 1A. Risk Factors</u>	<u>39</u>
<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>39</u>
<u>Item 6. Exhibits</u>	<u>40</u>

PART I - FINANCIAL INFORMATION

Item 1. Condensed Consolidated Financial Statements

BRUNSWICK CORPORATION
Condensed Consolidated Statements of Comprehensive Income
(unaudited)

(in millions, except per share data)	Three Months Ended		Six Months Ended	
	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015
Net sales	\$ 1,242.2	\$ 1,142.0	\$ 2,312.5	\$ 2,127.7
Cost of sales	888.9	817.6	1,677.1	1,544.5
Selling, general and administrative expense	153.7	138.4	301.4	278.4
Research and development expense	35.1	31.8	69.7	61.9
Restructuring and integration charges	2.6	—	6.4	—
Operating earnings	161.9	154.2	257.9	242.9
Equity earnings	1.0	1.0	1.8	2.0
Other income (expense), net	(0.1)	1.5	0.9	3.2
Earnings before interest and income taxes	162.8	156.7	260.6	248.1
Interest expense	(7.0)	(7.0)	(13.8)	(14.0)
Interest income	0.4	0.5	0.8	1.0
Earnings before income taxes	156.2	150.2	247.6	235.1
Income tax provision	48.1	42.6	76.3	70.9
Net earnings from continuing operations	108.1	107.6	171.3	164.2
Discontinued operations:				
Earnings (loss) from discontinued operations, net of tax	(0.0)	0.2	1.6	0.6
Gain on disposal of discontinued operations, net of tax	—	10.0	—	10.0
Earnings (loss) from discontinued operations, net of tax	(0.0)	10.2	1.6	10.6
Net earnings	\$ 108.1	\$ 117.8	\$ 172.9	\$ 174.8
Earnings (loss) per common share:				
Basic				
Earnings from continuing operations	\$ 1.18	\$ 1.15	\$ 1.87	\$ 1.76
Earnings (loss) from discontinued operations	(0.00)	0.11	0.02	0.11
Net earnings	\$ 1.18	\$ 1.26	\$ 1.89	\$ 1.87
Diluted				
Earnings from continuing operations	\$ 1.17	\$ 1.14	\$ 1.85	\$ 1.73
Earnings (loss) from discontinued operations	(0.00)	0.11	0.02	0.11
Net earnings	\$ 1.17	\$ 1.25	\$ 1.87	\$ 1.84
Weighted average shares used for computation of:				
Basic earnings per common share	91.5	93.3	91.6	93.6
Diluted earnings per common share	92.3	94.6	92.6	94.8
Comprehensive income	\$ 110.7	\$ 111.7	\$ 183.7	\$ 157.4
Cash dividends declared per share	\$ 0.15	\$ 0.125	\$ 0.30	\$ 0.25

The Notes to Condensed Consolidated Financial Statements are an integral part of these consolidated statements.

BRUNSWICK CORPORATION
Condensed Consolidated Balance Sheets
(unaudited)

(in millions)	July 2, 2016	December 31, 2015	July 4, 2015
Assets			
Current assets			
Cash and cash equivalents, at cost, which approximates fair value	\$ 492.8	\$ 657.3	\$ 582.9
Short-term investments in marketable securities	0.5	11.5	25.8
Total cash, cash equivalents and short-term investments in marketable securities	493.3	668.8	608.7
Restricted cash	12.7	12.7	15.6
Accounts and notes receivable, less allowances of \$14.5, \$13.8 and \$16.3	482.1	398.1	446.8
Inventories			
Finished goods	455.0	444.4	427.3
Work-in-process	94.9	88.4	96.7
Raw materials	156.9	152.2	146.0
Net inventories	706.8	685.0	670.0
Prepaid expenses and other	38.0	39.8	31.6
Current assets	1,732.9	1,804.4	1,772.7
Property			
Land	23.2	24.2	23.6
Buildings and improvements	387.5	351.8	338.7
Equipment	931.4	886.8	864.0
Total land, buildings and improvements and equipment	1,342.1	1,262.8	1,226.3
Accumulated depreciation	(881.0)	(861.4)	(847.8)
Net land, buildings and improvements and equipment	461.1	401.4	378.5
Unamortized product tooling costs	111.5	103.8	98.4
Net property	572.6	505.2	476.9
Other assets			
Goodwill	393.1	298.7	296.3
Other intangibles, net	135.0	55.1	45.1
Equity investments	26.0	21.5	25.9
Non-current deferred tax asset	334.6	420.2	441.6
Other long-term assets	49.4	47.4	41.8
Other assets	938.1	842.9	850.7
Total assets	\$ 3,243.6	\$ 3,152.5	\$ 3,100.3

The Notes to Condensed Consolidated Financial Statements are an integral part of these consolidated statements.

BRUNSWICK CORPORATION
Condensed Consolidated Balance Sheets
(unaudited)

(in millions)	July 2, 2016	December 31, 2015	July 4, 2015
Liabilities and shareholders' equity			
Current liabilities			
Current maturities of long-term debt	\$ 4.7	\$ 6.0	\$ 4.5
Accounts payable	366.3	339.1	338.2
Accrued expenses	559.6	563.0	520.5
Current liabilities	930.6	908.1	863.2
Long-term liabilities			
Debt	447.9	442.5	445.6
Deferred income taxes	2.2	12.3	3.6
Postretirement benefits	308.7	347.5	327.8
Other	166.0	160.8	196.6
Long-term liabilities	924.8	963.1	973.6
Shareholders' equity			
Common stock; authorized: 200,000,000 shares, \$0.75 par value; issued: 102,538,000 shares; outstanding: 90,315,000, 90,813,000 and 91,934,000 shares	76.9	76.9	76.9
Additional paid-in capital	385.6	408.0	398.1
Retained earnings	1,806.2	1,660.4	1,619.0
Treasury stock, at cost: 12,223,000, 11,725,000 and 10,604,000 shares	(417.2)	(389.9)	(332.6)
Accumulated other comprehensive loss, net of tax	(463.3)	(474.1)	(497.9)
Shareholders' equity	1,388.2	1,281.3	1,263.5
Total liabilities and shareholders' equity	\$ 3,243.6	\$ 3,152.5	\$ 3,100.3

The Notes to Condensed Consolidated Financial Statements are an integral part of these consolidated statements.

BRUNSWICK CORPORATION
Condensed Consolidated Statements of Cash Flows
(unaudited)

(in millions)	Six Months Ended	
	July 2, 2016	July 4, 2015
Cash flows from operating activities		
Net earnings	\$ 172.9	\$ 174.8
Less: earnings from discontinued operations, net of tax	1.6	10.6
Net earnings from continuing operations	171.3	164.2
Depreciation and amortization	50.6	43.8
Pension funding, net of expense	(29.5)	(65.9)
Deferred income taxes	53.4	45.7
Excess tax benefits from share-based compensation	(8.2)	(6.2)
Equity in earnings of unconsolidated affiliates, net of dividends	(1.8)	(2.0)
Changes in certain current assets and current liabilities	(36.7)	(87.2)
Income taxes	7.0	17.2
Other, net	7.0	(0.8)
Net cash provided by operating activities of continuing operations	213.1	108.8
Net cash used for operating activities of discontinued operations	(3.2)	(8.8)
Net cash provided by operating activities	209.9	100.0
Cash flows from investing activities		
Capital expenditures	(90.0)	(64.7)
Purchases of marketable securities	—	(24.9)
Sales or maturities of marketable securities	10.7	82.3
Investments	(1.3)	(5.1)
Acquisition of businesses, net of cash acquired	(215.9)	(8.8)
Proceeds from the sale of property, plant and equipment	1.6	1.0
Other, net	1.3	—
Net cash used for investing activities of continuing operations	(293.6)	(20.2)
Net cash provided by investing activities of discontinued operations	—	40.0
Net cash provided by (used for) investing activities	(293.6)	19.8
Cash flows from financing activities		
Net proceeds from issuances of long-term debt	—	0.1
Payments of long-term debt including current maturities	(0.2)	(0.2)
Common stock repurchases	(60.0)	(60.0)
Cash dividends paid	(27.2)	(23.1)
Excess tax benefits from share-based compensation	8.2	6.2
Proceeds from share-based compensation activity	11.8	3.8
Tax withholding associated with shares issued for share-based compensation	(17.7)	(8.0)
Other, net	(1.3)	—
Net cash used for financing activities	(86.4)	(81.2)
Effect of exchange rate changes on cash and cash equivalents	5.6	(8.4)
Net increase (decrease) in cash and cash equivalents	(164.5)	30.2
Cash and cash equivalents at beginning of period	657.3	552.7
Cash and cash equivalents at end of period	\$ 492.8	\$ 582.9

The Notes to Condensed Consolidated Financial Statements are an integral part of these consolidated statements.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

Note 1 – Significant Accounting Policies

Interim Financial Statements. The unaudited interim condensed consolidated financial statements of Brunswick Corporation (Brunswick or the Company) have been prepared pursuant to Securities and Exchange Commission (SEC) rules and regulations. Therefore, certain information and disclosures normally included in financial statements and related notes prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) have been condensed or omitted. As stated in **Note 2 – Discontinued Operations**, Brunswick's results as discussed in the financial statements reflect continuing operations only, unless otherwise noted.

These financial statements should be read in conjunction with, and have been prepared in conformity with, the accounting principles reflected in the consolidated financial statements and related notes included in Brunswick's 2015 Annual Report on Form 10-K for the year ended December 31, 2015 (the 2015 Form 10-K). These results include, in management's opinion, all normal and recurring adjustments necessary to present fairly Brunswick's financial position as of July 2, 2016, December 31, 2015 and July 4, 2015, the results of operations for the three months and six months ended July 2, 2016 and July 4, 2015, and the cash flows for the six months ended July 2, 2016 and July 4, 2015. Due to the seasonality of Brunswick's businesses, the interim results are not necessarily indicative of the results that may be expected for the remainder of the year.

The Company maintains its financial records on the basis of a fiscal year ending on December 31, with the fiscal quarters spanning approximately thirteen weeks. The first quarter ends on the Saturday closest to the end of the first thirteen-week period. The second and third quarters are thirteen weeks in duration and the fourth quarter is the remainder of the year. The first two quarters of fiscal year 2016 ended on April 2, 2016 and July 2, 2016, and the first two quarters of fiscal year 2015 ended on April 4, 2015 and July 4, 2015.

Recent Accounting Pronouncements. The following are recent accounting pronouncements that have been adopted during 2016, or will be adopted in future periods.

Share-Based Compensation: In March 2016, the Financial Accounting Standards Board (FASB) amended the Accounting Standards Codification (ASC) to simplify the accounting for employee share-based payment transactions. Amendments related to the timing of excess tax benefit recognition, minimum statutory withholding requirements and forfeitures will be applied using a modified retrospective approach through a cumulative adjustment to equity as of the beginning of the period of adoption. Amendments to certain classifications on the statement of cash flows may be applied either prospectively or retrospectively, and amendments requiring the recognition of excess tax benefits and tax deficiencies in the income statement are to be applied prospectively. These amendments are to be applied for fiscal years, and interim periods within those years, beginning after December 15, 2016, with early adoption permitted. The Company is currently evaluating the approach it will use to apply the new standard and the impact that the adoption of the new standard will have on the Company's condensed consolidated financial statements.

Recognition of Leases: In February 2016, the FASB amended the ASC to require lessees to recognize assets and liabilities on the balance sheet for all leases with terms greater than twelve months. Lessees will recognize expenses similar to current lease accounting. The amendment is to be applied using a modified retrospective method with certain practical expedients, and is effective for fiscal years and interim periods within those years beginning after December 15, 2018, with early adoption permitted. The Company is currently evaluating the approach it will use to apply the new standard and the impact that the adoption of the new standard will have on the Company's condensed consolidated financial statements.

Classification of Deferred Income Taxes: In November 2015, the FASB amended the ASC to require that deferred tax assets and liabilities be classified as non-current on the Condensed Consolidated Balance Sheets for all periods presented. The amendment may be applied either retrospectively or prospectively and is effective for fiscal years, and the interim periods thereafter, beginning after December 15, 2016, with early adoption permitted.

The Company early adopted this ASC amendment during the first quarter of 2016 which caused the Company to change its method of presentation for current deferred income taxes in the Condensed Consolidated Balance Sheets for all periods presented. Current deferred income tax assets of \$180.5 million and \$206.3 million as of December 31, 2015 and July 4, 2015, respectively, were reclassified to long-term.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

Measurement of Inventory: In July 2015, the FASB issued final guidance to simplify the subsequent measurement of inventories by replacing the lower of cost or market test with a lower of cost and net realizable value test. The guidance applies to inventories for which cost is determined by methods other than LIFO and the retail inventory method. The amendment is to be applied prospectively and is effective for fiscal years, and the interim periods within those years, beginning after December 15, 2016, with early adoption permitted. The Company is currently evaluating the impact of adopting this ASC amendment, but does not expect it will have a material impact on the Company's condensed consolidated financial statements.

Fair Value Disclosure: In May 2015, the FASB amended the ASC to update the presentation of certain investments measured at net asset value within the fair value hierarchy. The amendment requires these investments to be removed from the fair value hierarchy categorization and presented as a single reconciling line item between the fair value of investments reported on the Condensed Consolidated Balance Sheets and the amounts reported in the fair value hierarchy table. The amendment is to be applied retrospectively and is effective for fiscal years, and the interim periods within those years, beginning after December 15, 2015, with early adoption permitted. The Company adopted this amendment in 2016 and it did not have a material impact on the Company's condensed consolidated financial statements.

Revenue Recognition: In May 2014, the FASB and International Accounting Standards Board jointly issued a final standard on revenue recognition which outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. This standard will supersede most current revenue recognition guidance. Under the new standard, entities are required to identify the contract with a customer; identify the separate performance obligations in the contract; determine the transaction price; allocate the transaction price to the separate performance obligations in the contract; and recognize the appropriate amount of revenue when (or as) the entity satisfies each performance obligation. In August 2015, the FASB amended the ASC to delay the effective date to fiscal years, and the interim periods within those years, beginning on or after January 1, 2018, from the original effective date of January 1, 2017, with early adoption permitted no earlier than January 1, 2017. Entities have the option of using either retrospective transition or a modified approach in applying the new standard. The Company is currently evaluating the approach it will use to apply the new standard and the impact that the adoption of the new standard will have on the Company's condensed consolidated financial statements.

Note 2 – Discontinued Operations

The following table discloses the results of operations of the businesses reported as discontinued operations for the three months and six months ended July 2, 2016 and July 4, 2015:

(in millions)	Three Months Ended		Six Months Ended	
	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015
Net sales	\$ —	\$ 12.3	\$ —	\$ 37.5
Earnings (loss) from discontinued operations before income taxes	\$ (0.0)	\$ (0.2)	\$ 2.6	\$ 0.4
Income tax provision (benefit)	(0.0)	(0.4)	1.0	(0.2)
Earnings (loss) from discontinued operations, net of tax	(0.0)	0.2	1.6	0.6
Gain on disposal of discontinued operations, net of tax ^(A)	—	10.0	—	10.0
Earnings (loss) from discontinued operations, net of tax	\$ (0.0)	\$ 10.2	\$ 1.6	\$ 10.6

(A) On May 22, 2015, the Company completed the sale of its bowling products business and recorded a pre-tax gain of \$8.4 million and a net tax benefit of \$1.6 million.

There were no assets or liabilities held for sale as of July 2, 2016, December 31, 2015 or July 4, 2015.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

Note 3 – Restructuring and Integration Activities

The Company acquired Cybex International, Inc. (Cybex) in the first quarter of 2016 as discussed in **Note 4 –Acquisitions**, and executed certain restructuring and integration activities within the Fitness segment related to the acquisition, resulting in the recognition of restructuring and integration charges in the Condensed Consolidated Statements of Comprehensive Income during 2016.

The following table is a summary of the expense associated with the Fitness segment restructuring and integration activities for the three months and six months ended July 2, 2016, as discussed above:

(in millions)	Three Months Ended	Six Months Ended
Restructuring and integration activities:		
Employee termination and other benefits	\$ 0.2	\$ 2.1
Professional fees	0.8	2.2
Other	1.6	2.1
Total restructuring and integration charges	<u>\$ 2.6</u>	<u>\$ 6.4</u>

During 2016, the Company made cash payments of \$4.8 million relating to all restructuring and integration activities, including payments related to prior period restructuring activities. As of July 2, 2016, accruals remaining for all restructuring and integration activities totaled \$3.1 million and are expected to be paid substantially during 2016.

Note 4 – Acquisitions

On July 1, 2016, the Company acquired 100 percent of privately held Thunder Jet Boats, Inc. (Thunder Jet), a designer and builder of heavy-gauge aluminum boats, which is based in Clarkston, Washington. Thunder Jet offers a lineup of 18 models ranging in length from 18-26 feet and adds breadth and depth to the Company's overall product portfolio. Thunder Jet is managed within the Company's Boat segment.

The cash consideration the Company paid to acquire Thunder Jet was \$20.9 million. Due to the recent timing of the acquisition, the Company recorded \$12.2 million of goodwill on a preliminary basis at the end of the second quarter of 2016. These amounts are preliminary and are subject to change within the measurement period as the Company finalizes its fair value estimates, including allocating purchase price to identifiable intangible assets.

On January 20, 2016, the Company acquired 100 percent of privately held Cybex, a leading manufacturer of commercial fitness equipment, which is based in Medway, Massachusetts. Cybex offers a full line of cardiovascular and strength products and had unaudited sales in 2015 of approximately \$169 million. The addition of Cybex expands the Fitness segment's participation in key markets, including commercial fitness, and adds to the Company's manufacturing footprint to meet current and future demand more effectively. Cybex also increases the breadth and depth of the segment's product portfolio. Cybex is managed within the Company's Fitness segment.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

The following table is a summary of the assets acquired, liabilities assumed and net cash consideration paid for the Cybex acquisition during 2016:

(in millions)	Fair Value ^(B)	Useful Life
Accounts and notes receivable	\$ 26.2	
Inventory	13.9	
Goodwill ^(A)	82.6	
Trade names	38.6	Indefinite
Customer relationships	41.8	16 years
Patents and proprietary technology	3.1	5 years
Property and equipment	39.8	
Other assets	6.0	
Total assets acquired	252.1	
Total liabilities assumed	57.1	
Net cash consideration paid	\$ 195.0	

(A) The goodwill recorded for the acquisition of Cybex is not deductible for tax purposes.

(B) These amounts are preliminary and are subject to change within the measurement period as the Company finalizes its fair value estimates.

These acquisitions are not material to the Company's net sales, results of operations or total assets during any period presented. Accordingly, the Company's consolidated results from operations do not differ materially from historical performance as a result of these acquisitions and, therefore, pro forma results are not presented.

Note 5 – Financial Instruments

The Company operates globally with manufacturing and sales facilities in various locations around the world. Due to the Company's global operations, the Company engages in activities involving both financial and market risks. The Company utilizes normal operating and financing activities, along with derivative financial instruments, to minimize these risks.

Derivative Financial Instruments. The Company uses derivative financial instruments to manage its risks associated with movements in foreign currency exchange rates, interest rates and commodity prices. Derivative instruments are not used for trading or speculative purposes. The Company formally documents its hedge relationships, including identification of the hedging instruments and the hedged items, as well as its risk management objectives and strategies for undertaking each hedge transaction. This process includes linking derivatives that are designated as hedges to specific forecasted transactions. The Company also assesses, both at the hedge's inception and monthly thereafter, whether the derivatives used in hedging transactions are highly effective in offsetting the changes in the anticipated cash flows of the hedged item. If the hedging relationship ceases to be highly effective, or it becomes probable that a forecasted transaction is no longer expected to occur, the Company discontinues hedge accounting prospectively and immediately recognizes the gains and losses associated with those hedges. There were no material adjustments as a result of ineffectiveness to the results of operations for the three months and six months ended July 2, 2016 and July 4, 2015. The fair value of derivative financial instruments is determined through market-based valuations and may not be representative of the actual gains or losses that will be recorded when these instruments mature due to future fluctuations in the markets in which they are traded. The effects of derivative financial instruments are not expected to be material to the Company's financial position or results of operations when considered together with the underlying exposure being hedged. Use of derivative financial instruments exposes the Company to credit risk with its counterparties when the fair value of a derivative contract is an asset. The Company mitigates this risk by entering into derivative contracts with highly rated counterparties. The maximum amount of loss due to counterparty credit risk is limited to the asset value of derivative financial instruments.

Cash Flow Hedges. The Company enters into certain derivative instruments that are designated and qualify as cash flow hedges. The Company executes both forward and option contracts, based on forecasted transactions, to manage foreign currency exchange exposure mainly related to inventory purchase and sales transactions. The Company also enters into commodity swap agreements based on anticipated purchases of copper and natural gas to manage risk related to price changes. From time-to-time, the Company enters into forward-starting interest rate swaps to hedge the interest rate risk associated with the anticipated issuance of debt.

A cash flow hedge requires that as changes in the fair value of derivatives occur, the portion of the change deemed to be effective is recorded temporarily in Accumulated other comprehensive loss, an equity account, and reclassified into earnings in

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

the same period or periods during which the hedged transaction affects earnings. As of July 2, 2016, the term of derivative instruments hedging forecasted transactions ranged from one to 15 months.

Fair Value Hedges. From time-to-time, the Company enters into fixed-to-floating interest rate swaps to convert a portion of the Company's long-term debt from fixed to floating rate debt. An interest rate swap is entered into with the expectation that the change in the fair value of the interest rate swap will offset the change in the fair value of the debt instrument attributable to changes in the benchmark interest rate. Each period, the change in the fair value of the interest rate swap asset or liability is recorded in debt and the difference between the fixed interest payment and floating interest receipts is recorded as a net adjustment to interest expense.

Other Hedging Activity. The Company has entered into certain foreign currency forward contracts that have not been designated as a hedge for accounting purposes. These contracts are used to manage foreign currency exposure related to changes in the value of assets or liabilities caused by changes in foreign exchange rates. The change in the fair value of the foreign currency derivative contract and the corresponding change in the fair value of the asset or liability of the Company are both recorded through earnings, each period as incurred. In addition, other hedging activity includes commodity swap agreements that are used to hedge purchases of aluminum. These hedges do not qualify for hedge accounting. The commodity swap agreements are based on anticipated purchases of aluminum and are used to manage risk related to price changes. The change in the fair value of the aluminum derivative contract is recorded through earnings, each period as incurred.

Foreign Currency. The Company enters into forward and option contracts to manage foreign exchange exposure related to forecasted transactions and assets and liabilities that are subject to risk from foreign currency rate changes. These exposures include: product costs; revenues and expenses; associated receivables and payables; intercompany obligations and receivables; and other related cash flows.

Forward exchange contracts outstanding at July 2, 2016, December 31, 2015 and July 4, 2015 had notional contract values of \$237.8 million, \$273.5 million and \$242.7 million, respectively. Option contracts outstanding at July 2, 2016, December 31, 2015 and July 4, 2015 had notional contract values of \$55.0 million, \$51.0 million and \$65.1 million, respectively. The forward and options contracts outstanding at July 2, 2016 mature during 2016 and 2017 and mainly relate to the Euro, Japanese yen, Australian dollar, Canadian dollar, Swedish krona, Brazilian real, British pound, Norwegian krone, Mexican peso, Hungarian forint and New Zealand dollar. As of July 2, 2016, the Company estimates that during the next 12 months, it will reclassify approximately \$0.2 million of net losses (based on current rates) from Accumulated other comprehensive loss to Cost of sales.

Interest Rate. The Company enters into fixed-to-floating interest rate swaps to convert a portion of the Company's long-term debt from fixed to floating rate debt. As of July 2, 2016, December 31, 2015 and July 4, 2015, the outstanding swaps had notional contract values of \$200.0 million, of which \$150.0 million corresponds to the Company's 4.625 percent Senior notes due 2021 and \$50.0 million corresponds to the Company's 7.375 percent Debentures due 2023. These instruments have been designated as fair value hedges, with the fair value recorded in long-term debt.

The Company also enters into forward-starting interest rate swaps from time-to-time to hedge the interest rate risk associated with anticipated debt issuances. There were no forward-starting interest rate swaps outstanding at July 2, 2016, December 31, 2015 or July 4, 2015.

As of July 2, 2016, December 31, 2015 and July 4, 2015, the Company had \$5.1 million, \$5.1 million and \$5.2 million, respectively, of net deferred losses associated with all settled forward-starting interest rate swaps, which were included in Accumulated other comprehensive loss. As of July 2, 2016, the Company estimates that during the next 12 months, it will reclassify approximately \$1.1 million of net losses resulting from settled forward-starting interest rate swaps from Accumulated other comprehensive loss to Interest expense.

Commodity Price. The Company uses commodity swaps to hedge anticipated purchases of aluminum, copper and natural gas. Commodity swap contracts outstanding at July 2, 2016, December 31, 2015 and July 4, 2015 had notional contract values of \$4.9 million, \$10.8 million and \$29.9 million, respectively. The contracts outstanding mature through 2016. The amount of gain or loss associated with the change in fair value of these instruments is either recorded through earnings each period as incurred or, if designated as cash flow hedges, deferred in Accumulated other comprehensive loss and recognized in Cost of sales in the same period or periods during which the hedged transaction affects earnings. As of July 2, 2016, the Company estimates that during the next 12 months it will reclassify approximately \$0.1 million in net losses (based on current prices) from Accumulated other comprehensive loss to Cost of sales.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

As of July 2, 2016, December 31, 2015 and July 4, 2015, the fair values of the Company's derivative instruments were:

(in millions)

Instrument	Derivative Assets				Derivative Liabilities			
	Balance Sheet Location	Fair Value			Balance Sheet Location	Fair Value		
		July 2, 2016	Dec. 31, 2015	July 4, 2015		July 2, 2016	Dec. 31, 2015	July 4, 2015
Derivatives Designated as Cash Flow Hedges								
Foreign exchange contracts	Prepaid expenses and other	\$ 4.4	\$ 5.9	\$ 3.3	Accrued expenses	\$ 4.0	\$ 1.3	\$ 1.2
Commodity contracts	Prepaid expenses and other	—	—	—	Accrued expenses	0.1	0.5	0.4
Total		\$ 4.4	\$ 5.9	\$ 3.3		\$ 4.1	\$ 1.8	\$ 1.6
Derivatives Designated as Fair Value Hedges								
Interest rate contracts	Prepaid expenses and other	\$ 2.1	\$ 2.1	\$ 2.2	Accrued expenses	\$ 1.5	\$ 1.4	\$ 1.4
Interest rate contracts	Other long-term assets	8.3	4.0	1.2	Other long-term liabilities	—	—	—
Total		\$ 10.4	\$ 6.1	\$ 3.4		\$ 1.5	\$ 1.4	\$ 1.4
Other Hedging Activity								
Foreign exchange contracts	Prepaid expenses and other	\$ 1.3	\$ 1.5	\$ 1.0	Accrued expenses	\$ 1.0	\$ 0.2	\$ 0.8
Commodity contracts	Prepaid expenses and other	—	—	—	Accrued expenses	0.9	2.2	3.1
Total		\$ 1.3	\$ 1.5	\$ 1.0		\$ 1.9	\$ 2.4	\$ 3.9

The effect of derivative instruments on the Condensed Consolidated Statements of Comprehensive Income for the three months and six months ended July 2, 2016 and July 4, 2015 was:

(in millions)

Derivatives Designated as Cash Flow Hedging Instruments	Amount of Gain (Loss) on Derivatives Recognized in Accumulated Other Comprehensive Loss (Effective Portion)				Location of Gain (Loss) Reclassified from Accumulated Other Comprehensive Loss into Earnings (Effective Portion)	Amount of Gain (Loss) Reclassified from Accumulated Other Comprehensive Loss into Earnings (Effective Portion)			
	Three Months Ended		Six Months Ended			Three Months Ended		Six Months Ended	
	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015		July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015
Foreign exchange contracts	\$ 1.3	\$ (1.2)	\$ (3.0)	\$ 5.5	Cost of sales	\$ 0.1	\$ 4.5	\$ 2.7	\$ 7.1
Commodity contracts	0.0	(0.0)	0.0	(0.4)	Cost of sales	(0.2)	0.4	(0.4)	1.0
Total	\$ 1.3	\$ (1.2)	\$ (3.0)	\$ 5.1		\$ (0.1)	\$ 4.9	\$ 2.3	\$ 8.1

Derivatives Designated as Fair Value Hedging Instruments	Location of Gain on Derivatives Recognized in Earnings	Amount of Gain on Derivatives Recognized in Earnings			
		Three Months Ended		Six Months Ended	
		July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015
Interest rate contracts	Interest expense	\$ 0.8	\$ 1.1	\$ 1.6	\$ 2.2

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

Other Hedging Activity	Location of Gain (Loss) on Derivatives Recognized in Earnings	Amount of Gain (Loss) on Derivatives Recognized in Earnings			
		Three Months Ended		Six Months Ended	
		July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015
Foreign exchange contracts	Cost of sales	\$ (1.6)	\$ (2.3)	\$ (6.4)	\$ 3.9
Foreign exchange contracts	Other income (expense), net	0.3	(1.2)	0.7	(0.5)
Commodity contracts	Cost of sales	0.3	(1.9)	0.2	(4.2)
Total		\$ (1.0)	\$ (5.4)	\$ (5.5)	\$ (0.8)

Fair Value of Other Financial Instruments. The carrying values of the Company's short-term financial instruments, including cash and cash equivalents, accounts and notes receivable and short-term debt approximate their fair values because of the short maturity of these instruments. At July 2, 2016, December 31, 2015 and July 4, 2015, the fair value of the Company's long-term debt was approximately \$472.8 million, \$454.7 million and \$462.6 million, respectively, and was determined using Level 1 and Level 2 inputs described in **Note 6 – Fair Value Measurements**, including quoted market prices or discounted cash flows based on quoted market rates for similar types of debt. The carrying value of long-term debt, including current maturities, was \$447.3 million, \$448.5 million and \$450.1 million as of July 2, 2016, December 31, 2015 and July 4, 2015, respectively.

Note 6 – Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable.

- Level 1 - Quoted prices in active markets for identical assets or liabilities. These are typically obtained from real-time quotes for transactions in active exchange markets involving identical assets or liabilities.
- Level 2 - Inputs, other than quoted prices included within Level 1, which are observable for the asset or liability, either directly or indirectly. These are typically obtained from readily available pricing sources for comparable instruments.
- Level 3 - Unobservable inputs, where there is little or no market activity for the asset or liability. These inputs reflect the reporting entity's own assumptions of the data that market participants would use in pricing the asset or liability, based on the best information available in the circumstances.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

The following table summarizes the Company's financial assets and liabilities measured at fair value on a recurring basis as of July 2, 2016:

(in millions)	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents	\$ 101.0	\$ —	\$ —	\$ 101.0
Short-term investments in marketable securities	0.5	—	—	0.5
Restricted cash	12.7	—	—	12.7
Derivatives	—	16.1	—	16.1
Total assets	\$ 114.2	\$ 16.1	\$ —	\$ 130.3
Liabilities:				
Derivatives	\$ —	\$ 7.5	\$ —	\$ 7.5
Other	3.7	36.8	—	40.5
Total liabilities at fair value	\$ 3.7	\$ 44.3	\$ —	\$ 48.0
Liabilities measured at net asset value				12.3
Total liabilities				\$ 60.3

The following table summarizes the Company's financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2015:

(in millions)	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents	\$ 131.3	\$ 138.9	\$ —	\$ 270.2
Short-term investments in marketable securities	0.8	10.7	—	11.5
Restricted cash	12.7	—	—	12.7
Derivatives	—	13.5	—	13.5
Total assets	\$ 144.8	\$ 163.1	\$ —	\$ 307.9
Liabilities:				
Derivatives	\$ —	\$ 5.6	\$ —	\$ 5.6
Other	3.8	34.6	—	38.4
Total liabilities at fair value	\$ 3.8	\$ 40.2	\$ —	\$ 44.0
Liabilities measured at net asset value				11.3
Total liabilities				\$ 55.3

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

The following table summarizes the Company's financial assets and liabilities measured at fair value on a recurring basis as of July 4, 2015:

(in millions)	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents	\$ 126.1	\$ 68.5	\$ —	\$ 194.6
Short-term investments in marketable securities	0.8	25.0	—	25.8
Restricted cash	15.6	—	—	15.6
Derivatives	—	7.7	—	7.7
Total assets	\$ 142.5	\$ 101.2	\$ —	\$ 243.7
Liabilities:				
Derivatives	\$ —	\$ 6.9	\$ —	\$ 6.9
Other	6.9	35.4	—	42.3
Total liabilities at fair value	\$ 6.9	\$ 42.3	\$ —	\$ 49.2
Liabilities measured at net asset value				11.6
Total liabilities				\$ 60.8

Refer to **Note 5 – Financial Instruments** for additional information related to the fair value of derivative assets and liabilities by class. Other liabilities shown in the tables above include certain deferred compensation plans of the Company. In addition to the items shown in the tables above, refer to Note 17 in the Notes to Consolidated Financial Statements in the 2015 Form 10-K for further discussion regarding the fair value measurements associated with the Company's postretirement benefit plans.

Note 7 – Share-Based Compensation

Under the Brunswick Corporation 2014 Stock Incentive Plan (Plan), the Company may grant stock options, stock appreciation rights (SARs), non-vested stock awards and performance awards to executives, other employees and non-employee directors from treasury shares and from authorized, but unissued, shares of common stock, in addition to any shares reacquired by the Company through the forfeiture of past awards, or settlement of such awards in cash. As of July 2, 2016, 5.3 million shares remained available for grant.

Non-vested stock awards

The Company grants both stock-settled and cash-settled non-vested stock units and awards to key employees as determined by management and the Human Resources and Compensation Committee of the Board of Directors. The Company did not grant stock awards during the three months ended July 2, 2016 or July 4, 2015. The Company granted 0.3 million and 0.2 million of stock awards during the six months ended July 2, 2016 and July 4, 2015, respectively. The Company recognizes the cost of non-vested stock units and awards on a straight-line basis over the requisite service period. Additionally, cash-settled non-vested stock units and awards are recorded as a liability in the balance sheet and adjusted to fair value each reporting period through stock compensation expense. During the three months and six months ended July 2, 2016, the Company charged \$2.9 million and \$4.5 million, respectively, and charged \$3.4 million and \$7.0 million during the three months and six months ended July 4, 2015, respectively, to compensation expense for non-vested stock awards.

As of July 2, 2016, there was \$12.3 million of total unrecognized compensation cost related to non-vested share-based compensation arrangements. The Company expects this cost to be recognized over a weighted average period of 1.4 years.

Performance awards

In the first half of both 2016 and 2015, the Company granted 0.1 million performance shares to certain senior executives. The 2016 and 2015 share awards are based on three performance measures: a cash flow return on investment (CFROI) measure, an operating margin (OM) measure and a total shareholder return (TSR) modifier. Performance shares are earned based on a three-year performance period commencing at the beginning of the calendar year of each grant. The performance shares are then subject to a TSR modifier based on stock returns measured against stock returns of a predefined comparator group over a three-year performance period which starts at the beginning of the calendar year of each grant. Additionally, in February 2016 and 2015, the Company granted 38,690 and 22,990 performance shares, respectively, to certain officers and certain senior managers based on

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

the respective measures and performance periods described above but excluding a TSR modifier. Based on projections of probable attainment of the performance measures and the projected TSR modifier used to determine the performance awards, \$1.8 million and \$3.0 million was charged to compensation expense for the three months and six months ended July 2, 2016, respectively. In the three months and six months ended July 4, 2015, \$2.0 million and \$3.2 million, respectively, was charged to compensation expense based on projections of profitable attainment of the performance measures and the projected TSR modifier used to determine the performance awards.

The fair values of the senior executives' performance share award grants with a TSR modifier at the grant date in 2016 and 2015 were \$38.54 and \$56.17, respectively, which were estimated using the Monte Carlo valuation model, and incorporated the following assumptions:

	2016	2015
Risk-free interest rate	0.8%	1.0%
Dividend yield	1.0%	0.9%
Volatility factor	40.8%	39.2%
Expected life of award	2.9 years	2.9 years

The fair value of the certain officers and certain senior managers' performance awards granted based solely on the CFROI and OM performance factors was \$37.76 and \$52.39, which was equal to the stock price on the date of grant in 2016 and 2015, respectively, less the present value of dividend payments over the vesting period.

As of July 2, 2016, the Company had \$5.2 million of total unrecognized compensation cost related to performance awards. The Company expects this cost to be recognized over a weighted average period of 1.2 years.

Director Awards

The Company issues stock awards to non-employee directors in accordance with the terms and conditions determined by the Nominating and Corporate Governance Committee of the Board of Directors. A portion of each director's annual fee is paid in Brunswick common stock, the receipt of which may be deferred until a director retires from the Board of Directors. Each director may elect to have the remaining portion paid in cash, in Brunswick common stock distributed at the time of the award or in deferred Brunswick common stock with a 20 percent premium.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

Note 8 – Earnings per Common Share

Basic earnings per common share is calculated by dividing Net earnings by the weighted average number of common shares outstanding as well as certain vested, unissued equity awards during the period. Diluted earnings per common share is calculated similarly, except that the calculation includes the dilutive effect of stock-settled SARs, non-vested stock awards and performance awards.

Basic and diluted earnings per common share for the three months and six months ended July 2, 2016 and July 4, 2015 were calculated as follows:

(in millions, except per share data)	Three Months Ended		Six Months Ended	
	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015
Net earnings from continuing operations	\$ 108.1	\$ 107.6	\$ 171.3	\$ 164.2
Earnings (loss) from discontinued operations, net of tax	(0.0)	10.2	1.6	10.6
Net earnings	<u>\$ 108.1</u>	<u>\$ 117.8</u>	<u>\$ 172.9</u>	<u>\$ 174.8</u>
Weighted average outstanding shares – basic	91.5	93.3	91.6	93.6
Dilutive effect of common stock equivalents	0.8	1.3	1.0	1.2
Weighted average outstanding shares – diluted	<u>92.3</u>	<u>94.6</u>	<u>92.6</u>	<u>94.8</u>
Basic earnings (loss) per common share:				
Continuing operations	\$ 1.18	\$ 1.15	\$ 1.87	\$ 1.76
Discontinued operations	(0.00)	0.11	0.02	0.11
Net earnings	<u>\$ 1.18</u>	<u>\$ 1.26</u>	<u>\$ 1.89</u>	<u>\$ 1.87</u>
Diluted earnings (loss) per common share:				
Continuing operations	\$ 1.17	\$ 1.14	\$ 1.85	\$ 1.73
Discontinued operations	(0.00)	0.11	0.02	0.11
Net earnings	<u>\$ 1.17</u>	<u>\$ 1.25</u>	<u>\$ 1.87</u>	<u>\$ 1.84</u>

As of July 2, 2016, the Company had 1.2 million SARs outstanding and exercisable. This compares with 2.3 million SARs outstanding, of which 2.2 million were exercisable, as of July 4, 2015. During both the three months and six months ended July 2, 2016 and July 4, 2015, there were no SARs outstanding for which the exercise price was greater than the average market price of the Company's shares for the period then ended. Therefore, there were no non-dilutive SARs to exclude from the computation of diluted earnings per common share. Changes in average outstanding basic shares from July 4, 2015 to July 2, 2016 reflect the impact of SARs exercised and the vesting of stock and performance awards since the beginning of 2015, net of the impact of common stock repurchases throughout 2015 and the first half of 2016.

Note 9 – Commitments and Contingencies

Financial Commitments

The Company has entered into guarantees of indebtedness of third parties, primarily in connection with customer financing programs. Under these arrangements, the Company has guaranteed customer obligations to the financial institutions in the event of customer default, generally subject to a maximum amount that is less than total outstanding obligations. The Company has also extended guarantees to third parties that have purchased customer receivables from the Company and, in certain instances, has guaranteed secured term financing of its customers. Potential payments in connection with these customer financing arrangements generally extend over several years. In most instances, upon repurchase of the receivable or note, the Company receives rights to the collateral securing the financing.

The Company has also entered into arrangements with third-party lenders in which it has agreed, in the event of a customer default, to repurchase from the third-party lender those Brunswick products repossessed from the customer. These arrangements

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

are typically subject to a maximum repurchase amount. The Company's risk under these repurchase arrangements is partially mitigated by the value of the products repurchased as part of the transaction.

The Company has recorded its estimated net liability associated with losses from these guarantee and repurchase obligations on its Condensed Consolidated Balance Sheets based on historical experience and current facts and circumstances. Historical cash requirements and losses associated with these obligations have not been significant, but could increase if dealer defaults exceed current expectations.

Product Warranties

The Company records a liability for product warranties at the time revenue is recognized. The liability is estimated using historical warranty experience, projected claim rates and expected costs per claim. The Company adjusts its liability for specific warranty matters when they become known and the exposure can be estimated. Product failure rates as well as material usage and labor costs incurred in correcting a product failure affect the Company's warranty liabilities. If actual costs differ from estimated costs, the Company must make a revision to the warranty liability. Changes in the Company's warranty liabilities due to improvements in the Company's experience and adjustments related to changes in estimates are included as Aggregate changes for preexisting warranties presented in the table below.

The following activity related to product warranty liabilities was recorded in Accrued expenses during the six months ended July 2, 2016 and July 4, 2015:

(in millions)	July 2, 2016	July 4, 2015
Balance at beginning of period	\$ 106.3	\$ 110.6
Payments made	(28.4)	(27.3)
Provisions/additions for contracts issued/sold	34.7	35.0
Aggregate changes for preexisting warranties	(5.9)	(10.2)
Foreign currency translation	0.8	(1.9)
Acquisitions	6.4	—
Balance at end of period	<u>\$ 113.9</u>	<u>\$ 106.2</u>

Additionally, end users of the Company's products may purchase a contract from the Company that extends product warranty beyond the standard period. For certain extended warranty contracts in which the Company retains the warranty or administration obligation, a deferred liability is recorded based on the aggregate sales price for contracts sold. The deferred liability is reduced and revenue is recognized on a straight-line basis over the contract period during which costs are expected to be incurred. Deferred revenue associated with contracts sold by the Company that extend product protection beyond the standard product warranty period, not included in the table above, was \$84.4 million, \$78.3 million and \$76.1 million at July 2, 2016, December 31, 2015 and July 4, 2015, respectively, and is recorded in Accrued expenses and Other long-term liabilities.

Legal and Environmental

The Company accrues for litigation exposure when it is probable that future costs will be incurred and such costs can be reasonably estimated. Adjustments to estimates are recorded in the period they are identified. Management does not believe that there is a reasonable possibility that a material loss exceeding the amounts already recognized for the Company's litigation claims and matters, if any, has been incurred. However, the ultimate resolutions of these proceedings and matters are inherently unpredictable. In light of existing reserves, the Company's litigation claims, when finally resolved, are not expected, in management's opinion, to have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows.

There were no material changes during the three months and six months ended July 2, 2016 to the legal and environmental commitments that were discussed in Note 13 in the Notes to Consolidated Financial Statements in the 2015 Form 10-K.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

Note 10 – Goodwill and Other Intangibles

A summary of changes in the Company's goodwill during the six months ended July 2, 2016, by segment, follows:

(in millions)	December 31, 2015	Acquisitions	Impairments	Adjustments	July 2, 2016
Marine Engine	\$ 26.2	\$ —	\$ —	\$ (0.1)	\$ 26.1
Boat	—	12.2	—	—	12.2
Fitness	272.5	82.6	—	(0.3)	354.8
Total	<u>\$ 298.7</u>	<u>\$ 94.8</u>	<u>\$ —</u>	<u>\$ (0.4)</u>	<u>\$ 393.1</u>

A summary of changes in the Company's goodwill during the six months ended July 4, 2015, by segment, follows:

(in millions)	December 31, 2014	Acquisitions	Impairments	Adjustments	July 4, 2015
Marine Engine	\$ 28.0	\$ —	\$ —	\$ (1.1)	\$ 26.9
Fitness	268.9	—	—	0.5	269.4
Total	<u>\$ 296.9</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (0.6)</u>	<u>\$ 296.3</u>

Adjustments for the six months ended July 2, 2016 and July 4, 2015 relate to the effect of foreign currency translation on goodwill denominated in currencies other than the U.S. dollar. See **Note 4 – Acquisitions** for further details on the Company's acquisitions.

The Company's intangible assets, included within Other intangibles, net on the Condensed Consolidated Balance Sheets as of July 2, 2016 and July 4, 2015, are summarized below:

(in millions)	July 2, 2016		July 4, 2015	
	Gross Amount	Accumulated Amortization	Gross Amount	Accumulated Amortization
Intangible assets:				
Customer relationships	\$ 281.8	\$ (228.3)	\$ 235.2	\$ (224.8)
Trade names	76.1	—	32.2	—
Other	19.4	(14.0)	15.6	(13.1)
Total	<u>\$ 377.3</u>	<u>\$ (242.3)</u>	<u>\$ 283.0</u>	<u>\$ (237.9)</u>

Other amortized intangible assets include patents, non-compete agreements and other intangible assets. See **Note 4 – Acquisitions** for further details on intangibles acquired during 2016. Gross amounts and related accumulated amortization amounts include adjustments related to the impact of foreign currency translation. Aggregate amortization expense for intangibles was \$1.6 million and \$3.0 million for the three months and six months ended July 2, 2016, respectively. Aggregate amortization expense for intangibles was \$0.8 million and \$1.6 million for the three months and six months ended July 4, 2015, respectively.

Note 11 – Segment Data

Brunswick is a manufacturer and marketer of leading consumer brands and has three operating and reportable segments: Marine Engine, Boat and Fitness. The Company's segments are defined by management's reporting structure and operating activities.

The Company evaluates performance based on business segment operating earnings. Segment operating earnings do not include the expenses of corporate administration, non-service related pension costs, pension settlement charges, impairments of equity method investments, earnings from unconsolidated equity affiliates, other expenses and income of a non-operating nature, interest expense and income, loss on early extinguishment of debt or provisions for income taxes.

As a result of freezing benefit accruals in its defined benefit pension plans, pension expense relates solely to Interest cost, Expected return on plan assets, Amortization of net actuarial losses, Amortization of prior service cost and settlement charges which are included in Pension - non-service costs.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

Corporate/Other results include items such as corporate staff and administrative costs. Corporate/Other total assets consist of mainly cash, cash equivalents and investments in marketable securities, restricted cash, income tax balances and investments in unconsolidated affiliates. Marine eliminations adjust for sales between the Marine Engine and Boat segments, primarily for the sale of engines and parts and accessories to various boat brands, which are consummated at established arm's length transfer prices as the intersegment pricing for these engines and parts and accessories are based upon and consistent with selling prices to the Company's third party customers.

Operating Segments

The following table sets forth net sales and operating earnings (loss) of each of the Company's operating segments, which are also the Company's reportable segments, for the three months and six months ended July 2, 2016 and July 4, 2015:

(in millions)	Net Sales				Operating Earnings (Loss)			
	Three Months Ended		Six Months Ended		Three Months Ended		Six Months Ended	
	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015
Marine Engine	\$ 719.7	\$ 689.2	\$ 1,315.2	\$ 1,251.4	\$ 139.0	\$ 131.8	\$ 217.3	\$ 206.0
Boat	368.1	349.3	704.9	667.3	22.7	20.9	39.1	28.6
Marine eliminations	(75.4)	(70.3)	(155.7)	(150.4)	—	—	—	—
Total Marine	1,012.4	968.2	1,864.4	1,768.3	161.7	152.7	256.4	234.6
Fitness	229.8	173.8	448.1	359.4	24.1	23.2	44.2	49.0
Pension - non-service costs	—	—	—	—	(3.7)	(3.1)	(7.4)	(6.1)
Corporate/Other	—	—	—	—	(20.2)	(18.6)	(35.3)	(34.6)
Total	\$ 1,242.2	\$ 1,142.0	\$ 2,312.5	\$ 2,127.7	\$ 161.9	\$ 154.2	\$ 257.9	\$ 242.9

The following table sets forth total assets of each of the Company's reportable segments:

(in millions)	Total Assets		
	July 2, 2016	December 31, 2015	July 4, 2015
Marine Engine	\$ 1,090.2	\$ 981.8	\$ 998.9
Boat	397.9	379.7	387.2
Total Marine	1,488.1	1,361.5	1,386.1
Fitness	838.6	625.1	561.1
Corporate/Other	916.9	1,165.9	1,153.1
Total	\$ 3,243.6	\$ 3,152.5	\$ 3,100.3

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

Note 12 – Comprehensive Income

Accumulated other comprehensive loss in the Condensed Consolidated Balance Sheets includes prior service costs and credits and net actuarial gains and losses for defined benefit plans; foreign currency cumulative translation adjustments; and unrealized derivative gains and losses, all net of tax. Changes in the components of Accumulated other comprehensive loss, all net of tax, for the three months and six months ended July 2, 2016 and July 4, 2015 were as follows:

(in millions)	Three Months Ended		Six Months Ended	
	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015
Net earnings	\$ 108.1	\$ 117.8	\$ 172.9	\$ 174.8
Other comprehensive income (loss):				
Foreign currency cumulative translation adjustment	(0.9)	(5.1)	9.5	(22.2)
Net change in unamortized prior service credits	(0.1)	(0.2)	(0.2)	(0.4)
Net change in unamortized actuarial losses	2.7	3.3	5.2	7.0
Net change in unrealized derivative losses	0.9	(4.1)	(3.7)	(1.8)
Total other comprehensive income (loss)	2.6	(6.1)	10.8	(17.4)
Comprehensive income	\$ 110.7	\$ 111.7	\$ 183.7	\$ 157.4

The following table presents the changes in Accumulated other comprehensive loss by component, all net of tax, for the three months ended July 2, 2016:

(in millions)	Foreign currency translation	Prior service credits	Net actuarial losses	Net derivative losses	Total
Beginning balance	\$ (46.0)	\$ (4.8)	\$ (404.6)	\$ (10.5)	\$ (465.9)
Other comprehensive income (loss) before reclassifications ^(A)	(0.9)	—	(0.0)	0.9	—
Amounts reclassified from Accumulated other comprehensive loss ^(B)	—	(0.1)	2.7	0.0	2.6
Net current-period other comprehensive income (loss)	(0.9)	(0.1)	2.7	0.9	2.6
Ending balance	\$ (46.9)	\$ (4.9)	\$ (401.9)	\$ (9.6)	\$ (463.3)

(A) The tax effects for the three months ended July 2, 2016 were \$(2.8) million for foreign currency translation, \$0.0 million for net actuarial losses arising during the period and \$(0.4) million for derivatives.

(B) See the table below for the tax effects for the three months ended July 2, 2016.

The following table presents the changes in Accumulated other comprehensive loss by component, all net of tax, for the six months ended July 2, 2016:

(in millions)	Foreign currency translation	Prior service credits	Net actuarial losses	Net derivative losses	Total
Beginning balance	\$ (56.4)	\$ (4.7)	\$ (407.1)	\$ (5.9)	\$ (474.1)
Other comprehensive income (loss) before reclassifications ^(A)	9.5	—	(0.5)	(2.0)	7.0
Amounts reclassified from Accumulated other comprehensive loss ^(B)	—	(0.2)	5.7	(1.7)	3.8
Net current-period other comprehensive income (loss)	9.5	(0.2)	5.2	(3.7)	10.8
Ending balance	\$ (46.9)	\$ (4.9)	\$ (401.9)	\$ (9.6)	\$ (463.3)

(A) The tax effects for the six months ended July 2, 2016 were \$2.2 million for foreign currency translation, \$(0.2) million for net actuarial losses arising during the period and \$1.0 million for derivatives.

(B) See the table below for the tax effects for the six months ended July 2, 2016.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

The following table presents the changes in Accumulated other comprehensive loss by component, all net of tax, for the three months ended July 4, 2015:

(in millions)	Foreign currency translation	Prior service credits	Net actuarial losses	Net derivative losses	Total
Beginning balance	\$ (31.6)	\$ (4.1)	\$ (452.9)	\$ (3.2)	\$ (491.8)
Other comprehensive income (loss) before reclassifications ^(A)	(5.1)	—	0.0	(0.9)	(6.0)
Amounts reclassified from Accumulated other comprehensive loss ^(B)	—	(0.2)	3.3	(3.2)	(0.1)
Net current-period other comprehensive income (loss)	(5.1)	(0.2)	3.3	(4.1)	(6.1)
Ending balance	\$ (36.7)	\$ (4.3)	\$ (449.6)	\$ (7.3)	\$ (497.9)

(A) The tax effects for the three months ended July 4, 2015 were \$(8.6) million for foreign currency translation, \$0.2 million for net actuarial losses arising during the period and \$0.3 million for derivatives.

(B) See the table below for the tax effects for the three months ended July 4, 2015.

The following table presents the changes in Accumulated other comprehensive loss by component, all net of tax, for the six months ended July 4, 2015:

(in millions)	Foreign currency translation	Prior service credits	Net actuarial losses	Net derivative losses	Total
Beginning balance	\$ (14.5)	\$ (3.9)	\$ (456.6)	\$ (5.5)	\$ (480.5)
Other comprehensive income (loss) before reclassifications ^(A)	(22.2)	—	0.5	3.5	(18.2)
Amounts reclassified from Accumulated other comprehensive loss ^(B)	—	(0.4)	6.5	(5.3)	0.8
Net current-period other comprehensive income (loss)	(22.2)	(0.4)	7.0	(1.8)	(17.4)
Ending balance	\$ (36.7)	\$ (4.3)	\$ (449.6)	\$ (7.3)	\$ (497.9)

(A) The tax effects for the six months ended July 4, 2015 were \$(3.6) million for foreign currency translation, \$(0.2) million for net actuarial losses arising during the period and \$(1.6) million for derivatives.

(B) See the table below for the tax effects for the six months ended July 4, 2015.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

The following table presents reclassification adjustments out of Accumulated other comprehensive loss during the three months and six months ended July 2, 2016 and July 4, 2015:

(in millions) Details about Accumulated other comprehensive loss components	Three Months Ended		Six Months Ended		Affected line item in the statement where net income is presented
	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015	
Amortization of defined benefit items:					
Prior service credits	\$ 0.1	\$ 0.3	\$ 0.3	\$ 0.6	(A)
Net actuarial losses	(4.3)	(5.1)	(8.7)	(10.3)	(A)
	(4.2)	(4.8)	(8.4)	(9.7)	Total before tax
	1.6	1.7	2.9	3.6	Tax benefit
	<u>\$ (2.6)</u>	<u>\$ (3.1)</u>	<u>\$ (5.5)</u>	<u>\$ (6.1)</u>	Net of tax
Amount of gain (loss) reclassified into earnings on derivative contracts:					
Foreign exchange contracts	\$ 0.1	\$ 4.5	\$ 2.7	\$ 7.1	Cost of sales
Commodity contracts	(0.2)	0.2	(0.4)	0.7	Cost of sales
	(0.1)	4.7	2.3	7.8	Total before tax
	0.1	(1.5)	(0.6)	(2.5)	Tax benefit (provision)
	<u>\$ (0.0)</u>	<u>\$ 3.2</u>	<u>\$ 1.7</u>	<u>\$ 5.3</u>	Net of tax

(A) These Accumulated other comprehensive loss components are included in the computation of net pension and other benefit costs. See **Note 14 – Pension and Other Postretirement Benefits** for additional details.

Note 13 – Income Taxes

The Company recognized an income tax provision from continuing operations for the three months and six months ended July 2, 2016 of \$48.1 million and \$76.3 million, respectively, both of which included a net benefit of \$0.1 million mainly associated with state tax credits. The Company recognized an income tax provision from continuing operations for the three months and six months ended July 4, 2015 of \$42.6 million and \$70.9 million, respectively, which included a net benefit of \$7.9 million and \$9.2 million, respectively, mainly associated with the internal restructuring of foreign entities and the completion of the 2011 and 2012 Internal Revenue Service (IRS) audits. The effective tax rate from continuing operations, which is calculated as the income tax provision as a percentage of pre-tax income, for both the three months and six months ended July 2, 2016 was 30.8 percent. The effective tax rate from continuing operations for the three months and six months ended July 4, 2015 was 28.4 percent and 30.2 percent, respectively.

During the second quarter of 2015, the Company initiated an internal restructuring of its foreign entities, including the establishment of a European holding company. This restructuring is being undertaken to more effectively and efficiently manage the Company's foreign cash. The Company continued to implement this internal restructuring during the first half of 2016.

The Company has historically provided deferred taxes for the presumed ultimate repatriation to the U.S. of earnings from most of its non-U.S. subsidiaries and unconsolidated affiliates. No deferred income taxes have been provided as of July 2, 2016, December 31, 2015 or July 4, 2015 on the applicable undistributed earnings of the non-U.S. subsidiaries where the indefinite reinvestment assertion has been applied. If at some future date these earnings cease to be indefinitely reinvested, the Company may be subject to additional U.S. income taxes and foreign withholding and other taxes on such amounts. The Company continues to provide deferred taxes, as required, on the undistributed net earnings of foreign subsidiaries and unconsolidated affiliates that are not deemed to be indefinitely reinvested in operations outside the United States.

As of July 2, 2016, December 31, 2015 and July 4, 2015, the Company had \$5.5 million, \$4.8 million and \$5.2 million of gross unrecognized tax benefits, including interest, respectively. The Company believes it is reasonably possible that the total amount of gross unrecognized tax benefits as of July 2, 2016 could decrease by approximately \$1.9 million in the next 12 months due to settlements with taxing authorities or lapses in the statute of limitations. Due to the various jurisdictions in which the Company files tax returns and the uncertainty regarding the timing of the settlement of tax audits, it is possible that there could be other significant changes in the amount of unrecognized tax benefits in 2016, but the amount cannot be estimated.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

The Company is regularly audited by federal, state and foreign tax authorities. The Company has been audited by the IRS through the 2012 tax year and all open issues have been resolved. Primarily as a result of filing amended returns, which were generated by the closing of federal income tax audits, the Company is still open to state and local tax audits in major tax jurisdictions dating back to the 2008 taxable year. Following the completion in the fourth quarter of 2015 of the 2008 through 2012 Germany tax audit, the Company is no longer subject to income tax examinations by any major foreign tax jurisdiction for years prior to 2013, except for potential 2012 affirmative claims in Germany.

Note 14 – Pension and Other Postretirement Benefits

The Company has defined contribution plans, qualified and nonqualified defined benefit pension plans and other postretirement benefit plans covering substantially all of its employees. The Company's contributions to its defined contribution plans include a match and an annual discretionary contribution and are based on various percentages of compensation, and in some instances are based on the amount of the employees' contributions to the plans. See Note 17 in the Notes to Consolidated Financial Statements in the 2015 Form 10-K for further details regarding these plans.

Pension and other postretirement benefit costs included the following components for the three months and six months ended July 2, 2016 and July 4, 2015:

(in millions)	Pension Benefits				Other Postretirement Benefits			
	Three Months Ended		Six Months Ended		Three Months Ended		Six Months Ended	
	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015	July 2, 2016	July 4, 2015
Interest cost	\$ 9.0	\$ 12.1	\$ 17.9	\$ 24.0	\$ 0.4	\$ 0.4	\$ 0.7	\$ 0.9
Expected return on plan assets	(9.6)	(13.9)	(19.2)	(27.8)	—	—	—	—
Amortization of prior service credits	—	—	—	—	(0.1)	(0.1)	(0.3)	(0.3)
Amortization of net actuarial losses	4.3	4.8	8.7	9.7	—	0.3	—	0.6
Net pension and other benefit costs	\$ 3.7	\$ 3.0	\$ 7.4	\$ 5.9	\$ 0.3	\$ 0.6	\$ 0.4	\$ 1.2

Portions of Net pension and other benefit costs are recorded in Selling, general and administrative expenses as well as capitalized into inventory. Costs capitalized into inventory are eventually realized through Cost of sales in the Condensed Consolidated Statements of Comprehensive Income.

Pension expense in 2016 includes the impact of a change in methodology used to calculate the interest cost component of pension expense. In 2015 and prior years, the Company used a single-weighted average discount rate to calculate pension and postretirement interest costs. Beginning in 2016, the Company is utilizing a "spot rate approach" in the calculation of pension and postretirement interest costs to provide a more accurate measurement of interest costs. The spot rate approach applies separate discount rates for each projected benefit payment in the calculation of pension and postretirement interest costs. This calculation change is considered to be a change in accounting estimate and is being applied prospectively in 2016. The discount rates used to measure the 2016 interest costs are 3.58% and 3.30% for pensions and other postretirement benefits, respectively. The previous method would have used a discount rate for interest costs of 4.40% for pensions and 4.23% for other postretirement benefits, respectively. The decreased interest costs for the three months and six months ended July 2, 2016, for pension is approximately \$2.0 million and \$4.0 million, respectively, compared with the previous method. The decreased interest costs for the three months and six months ended July 2, 2016, for other postretirement benefits, is approximately \$0.1 million and \$0.2 million, respectively, compared with the previous method. Additionally, pension expense in 2016 includes the impact of a decline in the assumed rate of return on plan assets, to 5.25% in 2016 compared with 6.00% in 2015, primarily due to shifts in asset allocations toward fixed income investments. For the three months and six months ended July 2, 2016, pension expense increased by \$1.4 million and \$2.8 million, respectively, compared with the previous period as a result of the lower assumed rate of return on plan assets.

Employer Contributions and Benefit Payments. During both the six months ended July 2, 2016 and July 4, 2015, the Company contributed \$1.8 million to fund benefit payments to its nonqualified pension plan. During the six months ended July 2, 2016 and July 4, 2015, the Company contributed \$35.0 million and \$70.0 million to its qualified pension plans, respectively. Company contributions are subject to change based on market conditions, pension funding regulations and Company discretion.

BRUNSWICK CORPORATION
Notes to Condensed Consolidated Financial Statements
(unaudited)

Note 15 – Debt

There was no significant activity in Long-term debt during the six months ended July 2, 2016 and July 4, 2015, respectively. See Note 16 in the Notes to Consolidated Financial Statements in the 2015 Form 10-K for further details regarding the Company's debt.

In June 2016, the Company entered into an Amended and Restated Credit Agreement (Credit Facility). The Credit Facility amends and restates the Company's existing credit agreement, dated as of March 2011, as amended and restated as of June 2014, discussed in the 2015 Form 10-K. The Credit Facility provides for the same \$300 million of borrowing capacity and is in effect through June 2021. The Credit Facility includes provisions to add an additional \$100 million of capacity and extend the facility for two additional one-year terms, subject to lender approval. The Company pays a facility fee of 20.0 basis points per annum. The facility fee per annum will be within a range of 12.5 to 35.0 basis points based on the Company's credit rating. Under the terms of the Credit Facility, the Company has two borrowing options, including borrowing at a rate tied to adjusted LIBOR plus a spread of 130.0 basis points or a base rate plus a margin of 30.0 basis points. The rates are determined by the Company's credit ratings, with a range of 100.0 to 190.0 basis points for LIBOR rate borrowings and a range of 0.0 to 90.0 basis points for base rate borrowings. The Company is required to maintain compliance with two financial covenants included in the Credit Facility: a minimum interest coverage ratio and a maximum leverage ratio. The minimum interest coverage ratio, as defined in the agreement, is not permitted to be less than 3.00 to 1.00. The maximum leverage ratio, as defined in the agreement, is not permitted to be more than 3.50 to 1.00. As of July 2, 2016, the Company was in compliance with the financial covenants in the Credit Facility.

Note 16 –Subsequent Events

On July 19, 2016, the Company's Board of Directors declared a quarterly dividend on its common stock of \$0.15 per share. The dividend will be payable September 15, 2016 to shareholders of record as of August 23, 2016.

On July 27, 2016, the Company signed an agreement to acquire Indoor Cycling Group GmbH (ICG), a market leader specializing in the design of indoor cycling equipment, which is based in Nuremberg, Germany. The addition of ICG will strengthen the Company's position in indoor cycling and provides a strong foundation to expand in the growing group exercise market. ICG will be managed as part of the Company's Fitness segment.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Certain statements in Management's Discussion and Analysis are based on non-GAAP financial measures. Specifically, the discussion of Brunswick Corporation's (Brunswick or the Company) cash flows includes an analysis of free cash flows and total liquidity, the discussion of the Company's net sales includes comparisons of net sales on a constant currency basis and excluding acquisitions, and the discussion of the Company's earnings includes comparisons of diluted earnings per common share, as adjusted. A "non-GAAP financial measure" is a numerical measure of a registrant's historical or future financial performance, financial position or cash flows that excludes amounts, or is subject to adjustments that have the effect of excluding amounts, that are included in the most directly comparable measure calculated and presented in accordance with GAAP in the statements of comprehensive income, balance sheets or statements of cash flows of the issuer; or includes amounts, or is subject to adjustments that have the effect of including amounts, that are excluded from the most directly comparable measure so calculated and presented. Non-GAAP financial measures do not include operating and statistical measures.

The Company includes non-GAAP financial measures in Management's Discussion and Analysis, as Brunswick's management believes that these measures and the information they provide are useful to investors because they permit investors to view Brunswick's performance using the same tools that management uses and to better evaluate the Company's ongoing business performance.

Certain statements in Management's Discussion and Analysis are forward-looking as defined in the Private Securities Litigation Reform Act of 1995. These statements are based on current expectations that are subject to risks and uncertainties. Actual results may differ materially from expectations as of the date of this filing because of factors discussed in Part I, Item 1A – Risk Factors in Brunswick's 2015 Annual Report on Form 10-K for the year ended December 31, 2015 (the 2015 Form 10-K).

Brunswick does not provide forward-looking guidance for certain financial measures on a GAAP basis because it is unable to predict certain items contained in the GAAP measures without unreasonable efforts. These items may include pension settlement charges, restructuring and integration costs, special tax items and certain other unusual adjustments.

Overview and Outlook

General

Net sales increased 9 percent during the second quarter of 2016 when compared with the second quarter of 2015 on both a GAAP basis and on a constant currency basis. On a constant currency basis and excluding the impact of acquisitions, net sales increased 5 percent over the comparative period. Marine Engine segment net sales increased due to solid growth in both the marine service, parts and accessories businesses as well as outboard engines, partially offset by declines in sterndrive engines. Boat segment net sales increased due to strong growth in fiberglass outboard and aluminum boats, partially offset by declines in sterndrive and inboard boats. Fitness segment net sales increased, reflecting the impact of recent acquisitions, strong growth in the U.S. at health clubs and local and federal governments, along with growth in Europe and Asia. International net sales for the Company increased 4 percent in the second quarter of 2016 on a GAAP basis when compared with the second quarter of 2015. On a constant currency basis, international net sales increased 5 percent in the second quarter of 2016 driven by increases in European and Asia-Pacific markets, partially offset by declines in other international markets.

Net sales during the first six months of 2016 increased 9 percent when compared with the first six months of 2015 on a GAAP basis, 10 percent on a constant currency basis and 5 percent on a constant currency basis excluding the impact of acquisitions. The increases in net sales reflect the same factors for the quarterly period described above. International net sales increased 4 percent in the first six months of 2016 on a GAAP basis when compared with the first six months of 2015. On a constant currency basis, international net sales increased 6 percent in the first half of 2016 due to the same factors described in the quarterly period above.

Operating earnings in the second quarter of 2016 were \$161.9 million, with an operating margin of 13.0 percent, which included integration charges of \$2.6 million. In the second quarter of 2015, the Company reported operating earnings of \$154.2 million, with an operating margin of 13.5 percent. The increase in operating earnings during the second quarter of 2016 when compared with the second quarter of 2015 reflected the impact of higher net sales and savings related to cost reductions including benefits from sourcing initiatives and lower commodity costs. Offsetting these factors were an unfavorable impact from foreign exchange, increased spending on growth initiatives and integration costs related to the Cybex acquisition.

Operating earnings in the first six months of 2016 were \$257.9 million, with an operating margin of 11.2 percent, which included integration charges of \$6.4 million. In the first six months of 2015, the Company reported operating earnings of \$242.9 million, with an operating margin of 11.4 percent. The improvement in operating earnings during the first half of 2016 when compared with the first half of 2015 is due to the same factors as discussed in the quarterly period above.

The Company continues to expect that 2016 will be another year of outstanding earnings growth with strong free cash flow generation. The Company is targeting 10 to 11 percent net sales growth when compared with 2015 absent any changes in our global macroeconomic assumption. Our plan reflects the continuation of solid market growth in the U.S. and Europe, the success of new products, resulting in market share gains, and increases from completed acquisitions. Acquisitions are estimated to account for 5 percentage points of the growth rate in 2016, reflecting the impact of announced transactions in 2015 and 2016. These factors are expected to be partially offset by weakness in certain international marine markets and a slight unfavorable impact from foreign exchange.

The Company expects to have higher earnings before income taxes in 2016 resulting from increased revenue and slight improvements in both gross margin and operating margin levels, due to benefits from volume leverage, cost reductions and savings related to sourcing initiatives and positive product mix factors, partially offset by incremental investments to support strategic objectives and foreign currency headwinds. The Company anticipates that operating earnings comparisons versus 2015 will be negatively affected by \$12 million to \$17 million, or 3.5 percent, due to foreign exchange rates, with a significant portion of the impact recognized in the first half of 2016. The Company projects operating expenses, including research and development expenses, to be higher in 2016 when compared with 2015 as the Company continues to increase investment spending to support growth. Operating expenses are projected to be slightly lower on a percentage of sales basis in 2016 versus 2015.

The Company is also planning for its effective tax rate in 2016 to be 31 percent based on existing tax law which includes the benefit from the permanent extension of the U.S. R&D tax credit as well as the benefits from optimizing its international legal entity and cash management structure.

Matters Affecting Comparability

Certain events have occurred during the three months and six months ended July 2, 2016 and July 4, 2015 which the Company believes affect the comparability of the results of operations. The tables below summarize the impact of changes in currency exchange rates as well as the impact of recent acquisitions on the Company's net sales:

(in millions)	Three Months Ended				
	Net Sales		2016 vs. 2015 % Change Increase/(Decrease)		
	July 2, 2016	July 4, 2015	GAAP	Constant Currency	Acquisition Contribution
Marine Engine	\$ 719.7	\$ 689.2	4%	4%	1%
Boat	368.1	349.3	5%	6%	0%
Marine eliminations	(75.4)	(70.3)			
Total Marine	1,012.4	968.2	5%	5%	1%
Fitness	229.8	173.8	32%	33%	21%
Total	\$ 1,242.2	\$ 1,142.0	9%	9%	4%

(in millions)	Six Months Ended				
	Net Sales		2016 vs. 2015 % Change Increase/(Decrease)		
	July 2, 2016	July 4, 2015	GAAP	Constant Currency	Acquisition Contribution
Marine Engine	\$ 1,315.2	\$ 1,251.4	5%	6%	1%
Boat	704.9	667.3	6%	6%	0%
Marine eliminations	(155.7)	(150.4)			
Total Marine	1,864.4	1,768.3	5%	6%	1%
Fitness	448.1	359.4	25%	26%	19%
Total	\$ 2,312.5	\$ 2,127.7	9%	10%	4%

Changes in Foreign Currency Rates. Percentage changes in net sales expressed in constant currency are presented to reflect the impact that changes in currency exchange rates had on comparisons of net sales. To present this information, 2016 net sales transacted in currencies other than U.S. dollars are translated to U.S. dollars using the average exchange rates from 2015 that were in effect during the comparative period. The percentage change in net sales expressed on a constant currency basis better reflects the changes in the underlying business trends, excluding the impact of translation arising from foreign currency exchange rate fluctuations. Approximately 20 percent of the Company's annual net sales are transacted in a currency other than the U.S. dollar. The Company's most material exposures include sales in Euros, Canadian dollars, Brazilian reais and Australian dollars.

Additionally, operating earnings comparisons were negatively affected by foreign exchange rates by approximately \$5 million, or 3 percent, in the second quarter of 2016 when compared with 2015. During the first half of 2016, operating earnings comparisons were negatively affected by foreign exchange rates by approximately \$10 million, or 4 percent, when compared with the same prior year period. These estimates include the impact of translation on all sales and costs transacted in a currency other than the U.S. dollar, the impact of hedging activities, and pricing actions in certain international markets in response to the stronger U.S. dollar.

Acquisitions. The Company completed acquisitions throughout 2015 and during the first half of 2016 that affect the comparability of net sales. BLA, SCIFIT Systems, Inc. and Garelick Mfg. Co. were acquired in the second, third and fourth quarters of 2015, respectively, and Cybex was acquired in the first quarter of 2016. The Thunder Jet acquisition in the second quarter of 2016 had no impact on sales comparisons due to the timing of the acquisition. Refer to **Note 4 – Acquisitions** in the Notes to Condensed Consolidated Financial Statements for further details on acquisitions completed in 2016; refer to Note 4 in the Notes to Consolidated Financial Statements in the 2015 Form 10-K for further details on 2015 acquisitions.

Integration charges. The Company recorded integration charges of \$2.6 million and \$6.4 million in the three months and six months ended July 2, 2016, respectively, in the Fitness segment as a result of the Cybex acquisition which was completed in the first quarter of 2016. There were no comparable charges during 2015. Refer to **Note 3 – Restructuring and Integration Activities** for further information. The Company anticipates it will incur Restructuring and integration charges of \$8 million to \$10 million for the full year.

Results of Operations

Consolidated

The following table sets forth certain amounts, ratios and relationships calculated from the Condensed Consolidated Statements of Comprehensive Income for the three months and six months ended:

(in millions, except per share data)	Three Months Ended		2016 vs. 2015 Increase/(Decrease)		Six Months Ended		2016 vs. 2015 Increase/(Decrease)	
	July 2, 2016	July 4, 2015	\$ Change	% Change	July 2, 2016	July 4, 2015	\$ Change	% Change
	Net sales	\$ 1,242.2	\$ 1,142.0	\$ 100.2	8.8%	\$ 2,312.5	\$ 2,127.7	\$ 184.8
Gross margin ^(A)	353.3	324.4	28.9	8.9%	635.4	583.2	52.2	9.0%
Restructuring and integration charges	2.6	—	2.6	NM	6.4	—	6.4	NM
Operating earnings	161.9	154.2	7.7	5.0%	257.9	242.9	15.0	6.2%
Net earnings from continuing operations	108.1	107.6	0.5	0.5%	171.3	164.2	7.1	4.3%
Diluted earnings per common share from continuing operations	\$ 1.17	\$ 1.14	\$ 0.03	2.6%	\$ 1.85	\$ 1.73	\$ 0.12	6.9%

Expressed as a percentage of Net sales:

Gross margin	28.4%	28.4%	0 bpts	27.5%	27.4%	10 bpts
Selling, general and administrative expense	12.4%	12.1%	30 bpts	13.0%	13.1%	(10) bpts
Research and development expense	2.8%	2.8%	0 bpts	3.0%	2.9%	10 bpts
Restructuring and integration charges	0.2%	—%	NM	0.3%	—%	NM
Operating margin	13.0%	13.5%	(50) bpts	11.2%	11.4%	(20) bpts

NM = not meaningful

bpts = basis points

(A) Gross margin is defined as Net sales less Cost of sales as presented in the Condensed Consolidated Statements of Comprehensive Income.

Net sales increased during the second quarter of 2016 when compared with the second quarter of 2015. Marine Engine segment net sales increased due to solid growth in the marine service, parts and accessories businesses as well as outboard engines. Both of these categories benefited from favorable market trends and market share gains. Net sales of sterndrive engines declined reflecting unfavorable demand trends. Boat segment net sales increased due to strong growth in fiberglass outboard and aluminum boats, partially offset by declines in sterndrive and inboard boats. The Boat segment's net sales benefited from increases in wholesale unit shipments. Fitness segment net sales increased, reflecting the impact of recent acquisitions, strong growth in the U.S. at health clubs and local and federal governments, along with growth in Europe and Asia. International net sales for the Company increased 4 percent in the second quarter of 2016 on a GAAP basis when compared with the second quarter of 2015. On a constant currency basis, international net sales increased 5 percent in the second quarter of 2016 driven by increases in European and Asia-Pacific markets, partially offset by declines in other international markets.

Net sales during the first six months of 2016 increased when compared with the first six months of 2015. The increases in net sales reflect the same factors for the quarterly period described above, except global wholesale boat unit shipments were down slightly. International net sales for the Company increased 4 percent in the first six months of 2016 on a GAAP basis when compared

with the first six months of 2015. On a constant currency basis, international net sales increased 6 percent in the first half of 2016 due to the same factors described in the quarterly period above.

Gross margin percentage was flat in the second quarter of 2016 when compared with the same prior year period due to volume increases and cost reductions including benefits from sourcing initiatives and lower commodity costs. These factors were offset by the unfavorable impact from foreign exchange. In the first six months of 2016, gross margin percentage increased slightly when compared with the same prior year period due to the same factors described in the quarterly period above.

Selling, general and administrative expense increased as a percentage of net sales during the second quarter of 2016 when compared with the second quarter of 2015. Operating expenses increased due mostly to acquisitions and investments to support growth. In the first six months of 2016, Selling, general and administrative expense increased when compared with the same prior year period due to the same factors described in the quarterly period above, but decreased slightly as a percentage of net sales.

Research and development expense increased in the second quarter of 2016, as the Company continued to increase its funding of investments in new products, but remained flat as a percentage of net sales when compared with the second quarter of 2015. In the first six months of 2016, Research and development expense increased due to the same factors described in the quarterly period above, but increased slightly as a percentage of sales when compared with the same prior year period.

The Company recorded integration charges of \$2.6 million and \$6.4 million for the three months and six months ended July 2, 2016, respectively. There were no integration charges recorded in the first six months of 2015.

The Company recorded equity earnings of \$1.0 million and \$1.8 million in the three months and six months ended July 2, 2016, respectively, which were mainly related to the Company's marine joint ventures. This compares with equity earnings of \$1.0 and \$2.0 million recorded in the three months and six months ended July 4, 2015, respectively. The Company recognized \$(0.1) million and \$0.9 million in Other income (expense), net in the three months and six months ended July 2, 2016, respectively. This compares with \$1.5 million and \$3.2 million recognized in Other income (expense), net in the three months and six months ended July 4, 2015, respectively.

Net interest expense was relatively flat for the three months and six months ended July 2, 2016 when compared with the same prior year period.

The Company recognized an income tax provision from continuing operations for the three months and six months ended July 2, 2016 of \$48.1 million and \$76.3 million, respectively, both of which included a net benefit of \$0.1 million mainly associated with state tax credits. The Company recognized an income tax provision from continuing operations for the three months and six months ended July 4, 2015 of \$42.6 million and \$70.9 million, respectively, which included a net benefit of \$7.9 million and \$9.2 million, respectively, mainly associated with the internal restructuring of foreign entities and the completion of the 2011 and 2012 Internal Revenue Service (IRS) audits. The effective tax rate from continuing operations, which is calculated as the income tax provision as a percentage of pre-tax income, for both the three months and six months ended July 2, 2016 was 30.8 percent. The effective tax rate from continuing operations for the three months and six months ended July 4, 2015 was 28.4 percent and 30.2 percent, respectively.

Operating earnings, Net earnings from continuing operations and Diluted earnings per common share from continuing operations increased during the second quarter of 2016 as well as the first half of 2016 when compared with the same prior year periods due to the factors discussed in the preceding paragraphs. The increases in Diluted earnings per common share from continuing operations also included the impact of common stock repurchases.

Diluted earnings from continuing operations per common share, as adjusted - defined as Diluted earnings from continuing operations per common share, excluding the earnings per share impact for Restructuring and integration charges from continuing operations - increased by \$0.14 per share, or 13 percent, to \$1.19 per share in the second quarter of 2016 when compared with \$1.05 per share for the same period in 2015. The increase in diluted earnings per share from continuing operations, as adjusted, is due to the factors discussed in the preceding paragraphs. In the second quarter of 2016, Restructuring and integration charges from continuing operations were \$0.02 per share.

In the first half of 2016, Diluted earnings from continuing operations per common share, as adjusted, increased by \$0.25 per share, or 15 percent, to \$1.89 per share when compared with \$1.64 per share for the same prior year period. The increase in diluted earnings per share from continuing operations, as adjusted, is due to the factors discussed in the preceding paragraphs. In the first half of 2016, Restructuring and integration charges were \$0.04 per share.

Marine Engine Segment

The following table sets forth Marine Engine segment results for the three months and six months ended:

(in millions)	Three Months Ended		2016 vs. 2015 Increase/(Decrease)		Six Months Ended		2016 vs. 2015 Increase/(Decrease)	
	July 2, 2016	July 4, 2015	\$ Change	% Change	July 2, 2016	July 4, 2015	\$ Change	% Change
	Net sales	\$ 719.7	\$ 689.2	\$ 30.5	4.4%	\$ 1,315.2	\$ 1,251.4	\$ 63.8
Operating earnings	139.0	131.8	7.2	5.5%	217.3	206.0	11.3	5.5%
Operating margin	19.3%	19.1%		20 bpts	16.5%	16.5%		0 bpts

bpts = basis points

Net sales for the Marine Engine segment increased in the second quarter of 2016 when compared with the second quarter of 2015. The increase was mainly due to solid growth in the marine service, parts and accessories businesses, which included benefits from acquisitions completed in the second and fourth quarters of 2015, favorable market trends, new product launches and market share gains. The segment also experienced a solid increase in outboard engine net sales, driven by continued favorable retail demand trends in overall U.S. and European markets and market share gains, reflecting recently launched new products. Partially offsetting these factors was a decrease in sterndrive engine net sales due to the shift to outboards and continuing unfavorable global retail demand trends. The acquisitions of BLA and Garelick accounted for 1 percentage point of the Marine Engine segment's overall revenue growth rate in the second quarter of 2016. International net sales were 29 percent of the segment's net sales in the second quarter of 2016, and increased 2 percent from the prior year on a GAAP basis. On a constant currency basis, international net sales increased 4 percent in the second quarter of 2016, which included gains in Europe, Asia-Pacific and Canada, partially offset by weakness in the Latin America and Africa and the Middle East regions.

Net sales for the Marine Engine segment increased in the first six months of 2016 when compared with the same prior year period due to the same factors described in the quarterly period above. The acquisitions of BLA and Garelick accounted for 1 percentage point of the Marine Engine segment's overall revenue growth rate in the first half of 2016. International net sales were 31 percent of the segment's net sales in the first half of 2016, and increased 5 percent from the prior year on a GAAP basis. On a constant currency basis, international net sales increased 9 percent in the first half of 2016, due to the same factors described in the quarterly period above.

Marine Engine segment operating earnings increased in the second quarter of 2016 as a result of higher net sales and cost reductions, including benefits from lower commodity costs and sourcing initiatives. Partially offsetting these factors were an unfavorable impact from foreign exchange and growth related investments including new product development activities.

Marine Engine segment operating earnings increased in the first six months of 2016 due to the same factors described in the quarterly period above.

Boat Segment

The following table sets forth Boat segment results for the three months and six months ended:

(in millions)	Three Months Ended		2016 vs. 2015 Increase/(Decrease)		Six Months Ended		2016 vs. 2015 Increase/(Decrease)	
	July 2, 2016	July 4, 2015	\$ Change	% Change	July 2, 2016	July 4, 2015	\$ Change	% Change
	Net sales	\$ 368.1	\$ 349.3	\$ 18.8	5.4%	\$ 704.9	\$ 667.3	\$ 37.6
Operating earnings	22.7	20.9	1.8	8.6%	39.1	28.6	10.5	36.7%
Operating margin	6.2%	6.0%		20 bpts	5.5%	4.3%		120 bpts

bpts = basis points

Boat segment net sales increased in the second quarter of 2016 when compared with the second quarter of 2015 due to strong growth rates in fiberglass outboard boats and aluminum boats as well as increased global wholesale unit shipments, partially offset by modest declines in sterndrive and inboard boats. Declining net sales in larger boats were partially offset by gains in runabouts. International net sales were 27 percent of the segment's net sales in the second quarter of 2016, and decreased 5 percent from the prior year on a GAAP basis. On a constant currency basis, international net sales decreased 4 percent when compared with the same prior year period primarily due to declines in Canada and Latin America, partially offset by increases in Europe and Asia-Pacific.

Boat segment net sales increased in the first six months of 2016 when compared with the same prior year period due to the same factors described in the quarterly period above, except global wholesale unit shipments were down slightly. As anticipated, wholesale unit shipments trailed retail unit growth rates over the first half, but are expected to become more balanced in the second half of the year. International net sales were 26 percent of the segment's net sales in the first six months of 2015, a decrease of 9 percent from the prior year on a GAAP basis. On a constant currency basis, international net sales decreased 7 percent in the first six months of 2016 due to net sales decreases in Canada, Africa and the Middle East and Latin America, partially offset by increases in Europe and Asia-Pacific.

The Boat segment operating earnings increased in the second quarter of 2016 when compared with the second quarter of 2015 due to higher net sales and benefits from lower commodity costs and savings related to sourcing initiatives. Partially offsetting these items was the impact of lower sales volumes of large sterndrive and inboard boats.

The Boat segment operating earnings increased in the first six months of 2016 when compared with the same prior year period due to the same factors described in the quarterly period above and a favorable product mix in the first quarter, driven by the introduction of new products.

Fitness Segment

The following table sets forth Fitness segment results for the three months and six months ended:

(in millions)	Three Months Ended		2016 vs. 2015 Increase/(Decrease)		Six Months Ended		2016 vs. 2015 Increase/(Decrease)	
	July 2, 2016	July 4, 2015	\$ Change	% Change	July 2, 2016	July 4, 2015	\$ Change	% Change
	Net sales	\$ 229.8	\$ 173.8	\$ 56.0	32.2%	\$ 448.1	\$ 359.4	\$ 88.7
Restructuring and integration charges	2.6	—	2.6	NM	6.4	—	6.4	NM
Operating earnings	24.1	23.2	0.9	3.9%	44.2	49.0	(4.8)	(9.8)%
Operating margin	10.5%	13.3%		(280) bpts	9.9%	13.6%		(370) bpts

NM = not meaningful

bpts = basis points

Fitness segment net sales increased in the second quarter of 2016 when compared with the second quarter of 2015. The acquisitions of Cybex in the first quarter of 2016 and SCIFIT in the third quarter of 2015 contributed 21 percentage points to the Fitness segment's overall revenue growth rate in the second quarter of 2016. Net sales also reflected strong growth in the U.S. at health clubs and local and federal governments and solid increases in international sales. International net sales were 44 percent of the segment's net sales in the second quarter of 2016 and increased 19 percent compared with the same prior year period on a GAAP basis. On a constant currency basis and excluding acquisitions, the segment's international net sales increased 8 percent when compared with the same prior year period due to increases in Asia-Pacific and Europe, partially offset by lower sales in Africa and the Middle East.

Fitness segment net sales increased in the first six months of 2016 when compared with the same prior year period due to the same factors described in the quarterly period above, except acquisitions accounted for 19 percentage points of the segment's overall revenue growth rate. International net sales were 44 percent of the segment's net sales in the first six months of 2016 and increased 15 percent compared with the same prior year period on a GAAP basis. On a constant currency basis and excluding acquisitions, the segment's international net sales increased 6 percent in the first six months of 2016, as a result of the same factors described in the quarterly period above.

Fitness segment operating earnings increased in the second quarter of 2016 compared with the second quarter of 2015, reflecting higher net sales and modest contributions from Cybex inclusive of integration charges, partially offset by increases in growth related investments and an unfavorable sales mix.

Fitness segment operating earnings decreased in the first half of 2016 when compared with the same prior year period due to restructuring and integration costs and increases in growth related investments, partially offset by higher net sales.

Corporate/Other

The following table sets forth Corporate/Other results for the three months and six months ended:

(in millions)	Three Months Ended		2016 vs. 2015 Increase/(Decrease)		Six Months Ended		2016 vs. 2015 Increase/(Decrease)	
	July 2, 2016	July 4, 2015	\$ Change	% Change	July 2, 2016	July 4, 2015	\$ Change	% Change
	Operating loss	(20.2)	(18.6)	(1.6)	(8.6)%	(35.3)	(34.6)	(0.7)

Corporate operating expenses increased in the second quarter of 2016 when compared with the same prior year period primarily due to increases in project spending as well as unfavorable comparisons related to mark-to-market adjustments on compensation accruals, partially offset by lower equity compensation expense.

Corporate operating expenses increased slightly in the first six months of 2016 when compared with the same prior year period due to the same factors described in the quarterly period above, except mark-to-market adjustments for compensation accruals between periods were relatively consistent.

Cash Flow, Liquidity and Capital Resources

The following table sets forth an analysis of free cash flow for the six months ended:

(in millions)	July 2, 2016	July 4, 2015
Net cash provided by operating activities of continuing operations	\$ 213.1	\$ 108.8
Net cash provided by (used for):		
Capital expenditures	(90.0)	(64.7)
Proceeds from the sale of property, plant and equipment	1.6	1.0
Effect of exchange rate changes on cash and cash equivalents	5.6	(8.4)
Total free cash flow from continuing operations ^(A)	<u>\$ 130.3</u>	<u>\$ 36.7</u>

(A) The Company defines "Free cash flow from continuing operations" as cash flow from operating and investing activities of continuing operations (excluding cash provided by or used for acquisitions and investments, transfers to/reductions in restricted cash, purchases or sales/maturities of marketable securities) and the effect of exchange rate changes on cash and cash equivalents. Free cash flow from continuing operations is not intended as an alternative measure of cash flow from operations, as determined in accordance with generally accepted accounting principles (GAAP) in the United States. The Company uses this financial measure, both in presenting its results to shareholders and the investment community and in its internal evaluation and management of its businesses. Management believes that this financial measure and the information it provides are useful to investors because it permits investors to view Brunswick's performance using the same tool that management uses to gauge progress in achieving its goals. Management believes that the non-GAAP financial measure "Free cash flow from continuing operations" is also useful to investors because it is an indication of cash flow that may be available to fund investments in future growth initiatives.

Brunswick's major sources of funds for investments, acquisitions, dividend payments and share repurchase programs are cash generated from operating activities, available cash and marketable securities balances and selected borrowings. The Company evaluates potential acquisitions, divestitures and joint ventures in the ordinary course of business.

2016 Cash Flow

In the first six months of 2016, net cash provided by operating activities of continuing operations totaled \$213.1 million. The primary driver of the cash provided by operating activities was net earnings from continuing operations net of non-cash expense items. An increase in working capital, excluding the impact of acquisitions, had a negative effect on net cash provided by operating activities. Working capital is defined as Accounts and notes receivable, Inventories and Prepaid expenses and other, net of Accounts payable and Accrued expenses as presented in the Condensed Consolidated Balance Sheets. Accounts and notes receivable increased \$52.4 million during the first six months of 2016, due primarily to seasonally higher net sales in the Marine Engine segment. Accrued expenses decreased \$16.3 million during the first six months of the year, primarily driven by the payment of the prior year's variable compensation, which had been accrued as of December 31, 2015, partially offset by the timing of certain payments. Partially offsetting these items was an increase in Accounts payable of \$30.1 million, which was the result of increased domestic production in the Company's Marine Engine segment.

Net cash used for investing activities of continuing operations during the first half of 2016 totaled \$293.6 million, which included capital expenditures of \$90.0 million. The Company's capital spending is focused on new product introductions, capacity expansion projects in all segments and other high priority, profit-enhancing projects. Cash paid for the acquisitions of Cybex and Thunder Jet in the first and second quarters of 2016, respectively, net of cash acquired, totaled \$215.9 million in the first half of 2016. See **Note 4 – Acquisitions** in the Notes to Condensed Consolidated Financial Statements for further details on the Company's acquisitions. Partially offsetting these items were net proceeds from marketable securities of \$10.7 million that were used to satisfy working capital requirements during the first half of 2016.

Net cash used for financing activities of continuing operations was \$86.4 million during the first half of 2016. The cash outflow included common stock repurchase activity and cash dividends paid to common shareholders.

2015 Cash Flow

In the first six months of 2015, net cash provided by operating activities of continuing operations totaled \$108.8 million. The primary driver of the cash provided by operating activities was net earnings from continuing operations net of non-cash expense items. Increases in net working capital balances, excluding the impact of acquisitions, had a negative effect on net cash provided by operating activities. Accounts and notes receivable increased \$58.8 million during the first half of 2015, due primarily to seasonally higher net sales in the Marine Engine segment. Accrued expenses decreased \$43.1 million during the first half of 2015, which was driven primarily by the payment of the prior year's variable compensation, which had been accrued as of December 31, 2014. Net inventories increased by \$7.4 million during the first half of 2015 due to increases in production to support new product introductions and increased sales volumes. Partially offsetting these items was an increase in Accounts payable of \$19.8 million, which was the result of increased domestic production in the Company's Marine Engine segment.

Net cash used for investing activities of continuing operations during the first half of 2015 totaled \$20.2 million, which included capital expenditures of \$64.7 million. The Company's capital spending focused on new product introductions, growth initiatives, capacity expansion projects in all segments and other high priority, profit-enhancing projects. Cash paid for the acquisition of BLA, net of cash acquired, totaled \$8.8 million in the first six months of 2015. Partially offsetting these items were net proceeds from marketable securities of \$57.4 million that were used to satisfy working capital requirements during the first half of 2015.

Cash flows used for financing activities of continuing operations were \$81.2 million during the first half of 2015. The cash outflow was primarily the result of common stock repurchases and cash dividends paid to common shareholders.

Liquidity and Capital Resources

The Company views its highly liquid assets as of July 2, 2016, December 31, 2015, and July 4, 2015 as:

(in millions)	July 2, 2016	December 31, 2015	July 4, 2015
Cash and cash equivalents	\$ 492.8	\$ 657.3	\$ 582.9
Short-term investments in marketable securities	0.5	11.5	25.8
Total cash, cash equivalents and marketable securities	\$ 493.3	\$ 668.8	\$ 608.7

The following table sets forth an analysis of total liquidity as of July 2, 2016, December 31, 2015, and July 4, 2015:

(in millions)	July 2, 2016	December 31, 2015	July 4, 2015
Cash, cash equivalents and marketable securities	\$ 493.3	\$ 668.8	\$ 608.7
Amounts available under lending facility ^(A)	296.2	296.2	294.1
Total liquidity ^(B)	\$ 789.5	\$ 965.0	\$ 902.8

(A) In June 2016, the Company amended and restated its existing credit agreement, dated as of March 2011, as amended and restated as of June 2014. See **Note 15 – Debt** in the Notes to Condensed Consolidated Financial Statements for further details on the Company's lending facility.

(B) The Company defines Total liquidity as Cash and cash equivalents and Short-term investments in marketable securities as presented in the Condensed Consolidated Balance Sheets, plus amounts available for borrowing under its lending facilities. Total liquidity is not intended as an alternative measure to Cash and cash equivalents and Short-term investments in marketable securities as determined in accordance with GAAP in the United States. The Company uses this financial measure, both in presenting its results to shareholders and the investment community and in its internal evaluation and management of its businesses. Management believes that this financial measure and the information it provides are useful to investors because it permits investors to view the Company's performance using the same metric that management uses to gauge progress in achieving its goals. Management believes that the non-GAAP financial measure "Total liquidity" is also useful to investors because it is an indication of the Company's available highly liquid assets and immediate sources of financing.

Cash, cash equivalents and marketable securities totaled \$493.3 million as of July 2, 2016, a decrease of \$175.5 million from \$668.8 million as of December 31, 2015, and a decrease of \$115.4 million from \$608.7 million as of July 4, 2015. Total debt as of July 2, 2016, December 31, 2015 and July 4, 2015 was \$452.6 million, \$448.5 million and \$450.1 million, respectively. The Company's debt-to-capitalization ratio was 24.6 percent as of July 2, 2016, down from 25.9 percent as of December 31, 2015 and from 26.3 percent as of July 4, 2015.

Management believes that the Company has adequate sources of liquidity to meet the Company's short-term and long-term needs. The next significant long-term debt maturity is not until 2021.

On October 22, 2014, the Company's Board of Directors authorized a program to repurchase up to \$200 million of the Company's outstanding common stock and, due to completed repurchases, had approximately \$60 million of remaining authorization at December 31, 2015. On February 11, 2016, the Board of Directors authorized \$300 million of additional share repurchases. Share repurchases will be completed in the open market or through privately negotiated transactions. The Company's share repurchase program does not obligate it to acquire any specific number of shares, and the Company may discontinue purchases at any time that management determines additional purchases are not warranted. As of July 2, 2016, the Company had repurchased approximately \$200 million of common stock under these programs, with approximately \$60 million repurchased during the first half of 2016.

The Company's plan assumes an increase in net earnings in 2016 when compared with 2015. Net activity in working capital is projected to reflect a usage of cash in 2016 in the range of \$40 million to \$60 million, including payments under deferred compensation arrangements in connection with the recent management transitions. Additionally, the Company plans to make cash contributions to its defined benefit pension plans of approximately \$70 million to \$75 million in 2016. The Company is planning for capital expenditures of approximately 4 percent to 4.5 percent of 2016 net sales, reflecting substantial new product investments in the outboard engine business and continued capacity investments to support new products and growth. Including higher investment spending levels and a usage of cash for working capital, the Company plans to generate free cash flow in 2016 in excess of \$200 million.

The Company contributed \$35.0 million and \$70.0 million to its qualified pension plans in the first half of 2016 and 2015, respectively. The Company also contributed \$1.8 million to fund benefit payments in its nonqualified pension plan during the first halves of both 2016 and 2015 and expects to contribute approximately \$2 million of additional funding to the plan through the remainder of 2016. Company contributions are subject to change based on market conditions, pension funding regulations and Company discretion.

Pension Expense

Pension expense in 2016 is projected to be approximately \$15 million, an increase from \$11.7 million in 2015. Comparisons between 2016 and 2015 include the impacts of a change in methodology used to calculate the interest cost component of pension expense and a decline in the assumed rate of return on plan assets, primarily due to shifts in asset allocation toward fixed income investments. In 2015 and prior years, the Company used a single-weighted average discount rate to calculate pension and postretirement interest costs. Beginning in 2016, the Company is utilizing a "spot rate approach" in the calculation of pension and postretirement interest costs to provide a more accurate measurement of interest costs. The spot rate approach applies separate discount rates for each projected benefit payment in the calculation of pension and postretirement interest costs. This calculation change is considered to be a change in accounting estimate and was applied prospectively beginning in 2016.

Financial Services

The Company's financial services joint venture, Brunswick Acceptance Company, LLC (BAC), is detailed in the 2015 Form 10-K. On March 1, 2016, CDF Ventures, LLC (CDFV), a subsidiary of GE Capital Corporation, completed the sale of its Commercial Distribution Finance business, including CDFV and its interest in the BAC joint venture, to Wells Fargo & Company. The transaction did not have a material effect on BAC.

Off-Balance Sheet Arrangements and Contractual Obligations

The Company's off-balance sheet arrangements and contractual obligations, as of December 31, 2015, are detailed in the 2015 Form 10-K. There have been no material changes in these arrangements and obligations outside the ordinary course of business since December 31, 2015.

Environmental Regulation

In its Marine Engine segment, Brunswick continues to develop engine technologies to reduce engine emissions to comply with current and future emissions requirements. The Boat segment continues to pursue fiberglass boat manufacturing technologies and techniques to reduce air emissions at its boat manufacturing facilities. The costs associated with these activities may have an adverse effect on segment operating margins and may affect short-term operating results. Environmental regulatory bodies in the United States and other countries may impose higher emissions standards and/or other environmental regulatory requirements than are currently in effect. The Company complies with current regulations and expects to comply fully with any new regulations; compliance will increase the cost of these products for the Company and the industry, but is not expected to have a material adverse effect on Brunswick's competitive position.

Critical Accounting Policies

As discussed in the 2015 Form 10-K, the preparation of the consolidated financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the amount of reported assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and revenues and expenses during the periods reported. Actual results may differ from those estimates.

There were no material changes in the Company's critical accounting policies since the filing of its 2015 Form 10-K.

Recent Accounting Pronouncements

See **Note 1 – Significant Accounting Policies** in the Notes to Condensed Consolidated Financial Statements for the recent accounting pronouncements that have been adopted during the six months ended July 2, 2016, or will be adopted in future periods.

Forward-Looking Statements

Certain statements in this Quarterly Report on Form 10-Q are forward-looking as defined in the Private Securities Litigation Reform Act of 1995. Such statements are based on current expectations, estimates and projections about Brunswick's business. Forward-looking statements by their nature address matters that are, to different degrees, uncertain and often contain words such as "may," "could," "expect," "intend," "target," "plan," "seek," "estimate," "believe," "predict," "potential" or "continue." These statements are not guarantees of future performance and involve certain risks and uncertainties that may cause actual results to differ materially from expectations as of the date of this filing. These risks include, but are not limited to: the effect of adverse general economic conditions, including the amount of disposable income available to consumers for discretionary purchases, tight consumer credit markets and the level of consumer confidence on the demand for the Company's products and services; negative currency trends, including shifts in exchange rates; the ability to make targeted acquisitions and successfully integrate newly acquired businesses; the ability of the Company to successfully implement its strategic plan and growth initiatives; the ability of dealers and customers to secure adequate access to financing and the Company's ability to access capital and credit markets; the ability to maintain strong relationships with dealers, distributors and independent boat builders; the ability to maintain effective distribution and develop alternative distribution channels without disrupting incumbent distribution partners; the ability to successfully manage pipeline inventories; credit and collections risks, including the potential obligation to repurchase dealer inventory; the risk of losing a key customer or a critical supplier; the strength and protection of the Company's brands and other intellectual property; the ability to absorb fixed costs in managing production facilities; the ability to successfully manage the expansion of the Company's manufacturing footprint; the ability to obtain components, parts and raw materials from suppliers in a timely manner and for a reasonable price; the need to meet pension funding obligations; uncertainties in the timing and amount of the Company's share repurchases; the effect of higher energy and fuel costs; competitive pricing pressures, including the impact of changing foreign currency exchange rates, inflation and increased competition from international competitors; the ability to develop new and innovative products at a competitive price and in compliance with applicable laws and to maintain product quality and service standards; the continued use of legacy information technology systems and the risk of a failure of or attacks on the Company's information technology systems, which could result in data breaches, lost or stolen assets or information and associated remediation costs; competition from other leisure pursuits that may affect the level of participation in boating and fitness activities; the risk of product liability, warranty and other claims in connection with the manufacture and sale of products; the ability to protect the Company's intellectual property; the ability to respond to and minimize the negative financial impact of legislative and regulatory developments, including those related to environmental restrictions and remediation efforts, climate change, healthcare costs, taxes and employment obligations; the risk of having to record an impairment to the value of goodwill and other assets; doing business in international locations, including risks of international political instability, civil unrest and operations in emerging markets; the ability to attract and retain key contributors and to successfully implement succession plans; the effect of weather conditions on demand for marine products; and the effect that catastrophic events, including hurricanes, floods, earthquakes and environmental spills, may have on consumer demand and the ability to manufacture products.

Additional risk factors are included in the 2015 Form 10-K. All forward-looking statements herein speak only as of the date the statement is made and we undertake no obligation to update or revise any forward-looking statement, except as required by the Federal Securities laws.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The Company is exposed to market risk from changes in foreign currency exchange rates, interest rates and commodity prices. The Company enters into various hedging transactions to mitigate these risks in accordance with guidelines established by the Company's management. The Company does not use financial instruments for trading or speculative purposes. The Company's risk management objectives are described in **Note 5 – Financial Instruments** in the Notes to Condensed Consolidated Financial Statements and Notes 1 and 14 in the Notes to Consolidated Financial Statements in the 2015 Form 10-K.

There have been no significant changes to the Company's market risk since December 31, 2015. For a discussion of exposure to market risk, refer to Part II, Item 7A – Quantitative and Qualitative Disclosures about Market Risk, set forth in the 2015 Form 10-K.

Item 4. Controls and Procedures

Under the supervision and with the participation of the Company's management, including the Chief Executive Officer and the Chief Financial Officer of the Company (its principal executive officer and principal financial officer, respectively), the Company has evaluated its disclosure controls and procedures (as defined in Securities Exchange Act Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this Quarterly Report. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures are effective. There were no changes in the Company's internal control over financial reporting during the fiscal quarter covered by this report that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1A. Risk Factors

Brunswick's operations and financial results are subject to various risks and uncertainties that could adversely affect the Company's business, financial condition, results of operations, cash flows and the trading price of Brunswick's common stock. There have been no material changes to the risk factors previously disclosed in the 2015 Form 10-K, which was filed with the SEC on February 17, 2016.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

On October 22, 2014, the Company's Board of Directors authorized a program to repurchase up to \$200 million of the Company's outstanding common stock and, due to completed repurchases, had approximately \$60 million of remaining authorization at December 31, 2015. On February 11, 2016, the Board of Directors authorized \$300 million of additional share repurchases. Share repurchases will be completed in the open market or through privately negotiated transactions. The Company's share repurchase program does not obligate it to acquire any specific number of shares, and the Company may discontinue purchases at any time that management determines additional purchases are not warranted. As of July 2, 2016, the Company had repurchased an additional 1,393,151 shares in 2016 at a cost of approximately \$60 million, bringing the total number of shares purchased under these programs to 4,143,957, at a total cost of approximately \$200 million.

During the three months ended July 2, 2016, the Company repurchased the following shares of its common stock:

Period	Total Number of Shares Purchased	Weighted Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Maximum Amount of Dollars that May Yet Be Used to Purchase Shares Under the Program
April 3 to April 30	79,703	\$ 50.17	79,703	
May 1 to May 28	169,590	47.15	169,590	
May 29 to July 2	170,744	46.84	170,744	
Total	420,037	\$ 47.59	420,037	\$ 300,121,516

Item 6. Exhibits

- 10.1 Amended and Restated Credit Agreement dated as of March 21, 2011, as amended and restated as of June 26, 2014, as further amended and restated as of June 30, 2016, among Brunswick Corporation, the subsidiary borrowers party thereto, the guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent, J.P. Morgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC, as joint lead arrangers and joint bookrunners, Bank of America, N.A. and Wells Fargo Bank, N.A., as syndication agents, and SunTrust Bank, U.S. Bank National Association and Citizens Bank N.A., as documentation agents.
- 31.1 Certification of CEO Pursuant to 15 U.S.C. Section 7241, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
- 31.2 Certification of CFO Pursuant to 15 U.S.C. Section 7241, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
- 32.1 Certification of CEO Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- 32.2 Certification of CFO Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- 101.INS XBRL Instance Document
- 101.SCH XBRL Taxonomy Extension Schema Document
- 101.CAL XBRL Taxonomy Extension Calculation Linkbase Document
- 101.DEF XBRL Taxonomy Extension Definition Linkbase Document
- 101.LAB XBRL Taxonomy Extension Label Linkbase Document
- 101.PRE XBRL Taxonomy Extension Presentation Linkbase Document

SIGNATURES

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

BRUNSWICK CORPORATION

August 3, 2016

By: /s/ DANIEL J. TANNER
Daniel J. Tanner
Vice President and Controller*

*Mr. Tanner is signing this report both as a duly authorized officer and as the principal accounting officer.

AMENDED AND RESTATED CREDIT AGREEMENT

dated as of March 21, 2011,

as amended and restated as of June 26, 2014,

and as further amended and restated as of June 30, 2016,

among

BRUNSWICK CORPORATION,

The SUBSIDIARY BORROWERS Party Hereto,

The GUARANTORS Party Hereto,

The LENDERS Party Hereto

and

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

\$300,000,000

JPMORGAN CHASE BANK, N.A.,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
and
WELLS FARGO SECURITIES, LLC,
as Joint Lead Arrangers and Joint Bookrunners,

BANK OF AMERICA, N.A.
and
WELLS FARGO BANK, N.A.,
as Syndication Agents,

and

SUNTRUST BANK,
U.S. BANK NATIONAL ASSOCIATION
and
CITIZENS BANK N.A.,
as Documentation Agents

TABLE OF CONTENTS

Page

ARTICLE I 1 DEFINITIONS

SECTION 1.01	Defined Terms 1
SECTION 1.02	Classification of Loans and Borrowings 30
SECTION 1.03	Terms Generally 30
SECTION 1.04	Accounting Terms; GAAP; Fiscal Year 31
SECTION 1.05	Letter of Credit Amounts 31
SECTION 1.06	Conversion of Foreign Currencies 31

ARTICLE 32 II THE CREDITS

SECTION 2.01	The Commitments. 32
SECTION 2.02	Loans and Borrowings. 33
SECTION 2.03	Requests for Revolving Borrowings. 33
SECTION 2.04	[Reserved]. 34
SECTION 2.05	[Reserved]. 34
SECTION 2.06	Letters of Credit. 34
SECTION 2.07	Funding of Borrowings. 40
SECTION 2.08	Interest Elections. 41
SECTION 2.09	Termination and Reduction of the Commitments. 42
SECTION 2.10	Repayment of Loans; Evidence of Debt. 43
SECTION 2.11	Prepayment of Loans. 43
SECTION 2.12	Fees. 44
SECTION 2.13	Interest. 45
SECTION 2.14	Alternate Rate of Interest 46
SECTION 2.15	Increased Costs. 47
SECTION 2.16	Break Funding Payments 48
SECTION 2.17	Taxes. 49
SECTION 2.18	Payments Generally; Pro Rata Treatment; Sharing of Set- offs. 52
SECTION 2.19	Mitigation Obligations; Replacement of Lenders. 54
SECTION 2.20	Returned Payments 55
SECTION 2.21	Designation of Subsidiary Borrowers. 55
SECTION 2.22	Defaulting Lenders 57
SECTION 2.23	Incremental Revolving Commitments 59

SECTION 2.24 Extension of Commitment Termination
Date 60

ARTICLE III 61
REPRESENTATIONS
AND WARRANTIES

SECTION 3.01 Organization;
Powers 62

SECTION 3.02 Authorization;
Enforceability 62

SECTION 3.03 Governmental Approvals; No
Conflicts 62

SECTION 3.04 Financial Condition; No Material Adverse
Change. 62

SECTION 3.05 Properties. 63

SECTION 3.06 Litigation and Environmental
Matters. 63

SECTION 3.07 Investment Company
Act 63

SECTION 3.08 Taxes 63

SECTION 3.09	ERISA	63
SECTION 3.10	Disclosure	64
SECTION 3.11	Use of Credit	64
SECTION 3.12	Compliance with Laws and Agreements	64
SECTION 3.13	No Default	64
SECTION 3.14	Solvency	64
SECTION 3.15	[Reserved]	64
SECTION 3.16	Consideration	64
SECTION 3.17	Capitalization and Subsidiaries	65
SECTION 3.18	Insurance	65
SECTION 3.19	Employment Matters	65
SECTION 3.20	Anti-Terrorism Laws; Anti-Corruption Laws and Sanctions	65
SECTION 3.21	EEA Financial Institutions	65

ARTICLE IV 65
CONDITIONS

SECTION 4.01	Effective Date	65
SECTION 4.02	Each Credit Event	67

ARTICLE V 68
AFFIRMATIVE
COVENANTS

SECTION 5.01	Financial Statements and Other Information	68
SECTION 5.02	Notices of Material Events	70
SECTION 5.03	Existence; Conduct of Business	70
SECTION 5.04	Taxes and Other Obligations	70
SECTION 5.05	Maintenance of Properties; Insurance	71
SECTION 5.06	Books and Records; Inspection Rights	71
SECTION 5.07	Compliance with Laws and Obligations.	71
SECTION 5.08	Use of Proceeds and Letters of Credit	71
SECTION 5.09	Governmental Authorizations	72
SECTION 5.10	Maintenance of Ratings	72
SECTION 5.11	Additional Guarantors; Further Assurances	72

ARTICLE VI 72
NEGATIVE
COVENANTS

SECTION 6.01	Indebtedness.	73
SECTION 6.02	Liens	75
SECTION 6.03	Fundamental Changes.	77
SECTION 6.04	Dispositions	77
SECTION 6.05	Transactions with	

	Affiliates	78
SECTION 6.06	Investments, Loans, Advances, Guarantees and Acquisitions	79
SECTION 6.07	Sale and Leaseback Transactions	81
SECTION 6.08	Restricted Payments; Certain Payments of Indebtedness.	81
SECTION 6.09	Restrictive Agreements	82
SECTION 6.10	Amendment of Material Documents	83
SECTION 6.11	Financial Covenants	83
SECTION 6.12	Swap Agreements	83
SECTION 6.13	Changes in Fiscal Periods	84
SECTION 6.14	Lines of Business	84

ARTICLE 84
VII
EVENTS
OF
DEFAULT

ARTICLE VIII 86
THE
ADMINISTRATIVE
AGENT

ARTICLE IX 88
GUARANTEE

SECTION 9.01	The Guarantee 88
SECTION 9.02	Obligations Unconditional 89
SECTION 9.03	Reinstatement 90
SECTION 9.04	Subrogation 90
SECTION 9.05	Remedies 90
SECTION 9.06	Instrument for the Payment of Money 90
SECTION 9.07	Continuing Guarantee 91
SECTION 9.08	Indemnity and Subrogation 91
SECTION 9.09	Contribution and Subrogation 91
SECTION 9.10	Subordination 91
SECTION 9.11	Maximum Liability and Contribution 91
SECTION 9.12	Keepwell 92
SECTION 9.13	Release 92

ARTICLE X 92
MISCELLANEOUS

SECTION 10.01	Notices 92
SECTION 10.02	Waivers; Amendments. 93
SECTION 10.03	Expenses; Indemnity; Damage Waiver. 95
SECTION 10.04	Successors and Assigns. 96
SECTION 10.05	Survival 100
SECTION 10.06	Counterparts; Integration; Effectiveness 100
SECTION 10.07	Severability 100
SECTION 10.08	Right of Setoff 101
SECTION 10.09	Governing Law; Jurisdiction; Judicial Proceedings; Etc. 101
SECTION 10.10	WAIVER OF JURY TRIAL 102
SECTION 10.11	Headings 102
SECTION 10.12	Confidentiality 102
SECTION 10.13	Judgment Currency 103
SECTION 10.14	Several Obligations; Nonreliance; Violation of Law 103
SECTION 10.15	Conflicts 104
SECTION 10.16	USA PATRIOT

	Act	104
SECTION 10.17	Appointment of Company as Agent	104
SECTION 10.18	Release of Guarantees.	105
SECTION 10.19	Acknowledgement and Consent to Bail-In of EEA Financial Institutions	105
SECTION 10.20	Existing Credit Agreement	106
SECTION 10.21	Suspended Terms	106

SCHEDULE- Commitments

1.01A

SCHEDULE- Existing Letters of Credit

2.06(I)

SCHEDULE- Litigation

3.06(a)

SCHEDULE- Environmental Matters

3.06(b)

SCHEDULE- Capitalization and Subsidiaries

3.17

SCHEDULE- Environmental Matters

5.02(d)

SCHEDULE- Indebtedness

6.01

SCHEDULE- Liens

6.02

SCHEDULE- Dispositions

6.04

SCHEDULE- Investments

6.06

SCHEDULE- Joint Venture Investments

6.06(o)

SCHEDULE- Restrictive Agreements

6.09

EXHIBIT- Form of Assignment and Assumption

A

EXHIBIT- Form of Designation Letter

B

EXHIBIT- Form of Opinion of Counsel to the Loan Parties

C

EXHIBIT- [Reserved]

D

EXHIBIT- Form of Termination Letter

E

EXHIBIT- [Reserved]

F

EXHIBIT- Form of Joinder Agreement

G

EXHIBIT- Form of U.S. Tax Compliance Certificate

H-1

EXHIBIT- Form of U.S. Tax Compliance Certificate

H-2

EXHIBIT- Form of U.S. Tax Compliance Certificate

H-3

EXHIBIT- Form of U.S. Tax Compliance Certificate

H-4

EXHIBIT- Increased Facility Activation Notice

I

EXHIBIT- New Lender Supplement

J

This AMENDED AND RESTATED CREDIT AGREEMENT (this “Agreement”), dated as of March 21, 2011, as amended and restated as of June 26, 2014, and as further amended and restated as of June 30, 2016, among BRUNSWICK CORPORATION, certain SUBSIDIARIES of Brunswick Corporation that may be SUBSIDIARY BORROWERS party hereto, certain SUBSIDIARIES of Brunswick Corporation that shall be GUARANTORS party hereto, the LENDERS party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, JPMORGAN CHASE BANK, N.A., MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED and WELLS FARGO SECURITIES, LLC, as Joint Lead Arrangers and Joint Bookrunners, BANK OF AMERICA, N.A. and WELLS FARGO BANK, N.A., as Syndication Agents, and SUNTRUST BANK, U.S. BANK NATIONAL ASSOCIATION and CITIZENS BANK N.A., as Documentation Agents.

WHEREAS, Brunswick Corporation and certain subsidiaries of Brunswick Corporation as subsidiary account parties and/or subsidiary borrowers entered into the Credit Agreement, dated as of March 21, 2011 (as amended and restated as of June 26, 2014, and as further amended, restated, supplemented or otherwise modified prior to the date hereof, the “Existing Credit Agreement”), with the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

WHEREAS, the parties hereto have agreed to amend and restate the Existing Credit Agreement as provided in this Agreement; and

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities existing under the Existing Credit Agreement that remain outstanding or evidence repayment of any of such obligations and liabilities and that this Agreement amend and restate in its entirety the Existing Credit Agreement and re-evidence the obligations of the Borrowers outstanding thereunder;

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree that on the Effective Date (as defined below) the Existing Credit Agreement shall be amended and restated in its entirety in the form of this Agreement:

Article I

DEFINITIONS

SECTION 1.01

Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“1987 Existing Notes Indenture” means, the Indenture, dated as of March 15, 1987, between the Company and Bank of America, N.A. as successor in interest to Continental Illinois National Bank and Trust Company of Chicago, as trustee.

“2013 Existing Notes Indenture” means the Indenture, dated as of May 13, 2013, between the Company, the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee.

“ABR”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

“Additional Commitment Lender” has the meaning set forth in Section 2.24(d).

“Adjusted Eurocurrency Rate” means, with respect to each day during each Interest Period pertaining to a Eurocurrency Loan, a rate per annum determined for such day in accordance with the following formula:

$$\frac{\text{Eurocurrency Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

“Adjustment Date” has the meaning set forth in the definition of Applicable Pricing Grid.

“Administrative Agent” means JPMCB, in its capacity as administrative agent for the Lenders hereunder, and its successors in such capacity.

“Administrative Agent’s Account” means an account designated by the Administrative Agent in a notice to the Company, the relevant Loan Party (if other than the Company) and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affected Foreign Currency” has the meaning set forth in Section 2.14(c)

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified; provided that, notwithstanding the foregoing, the BAC Joint Venture shall for be deemed an Affiliate of the Company and its Subsidiaries at any time when the Company or a Subsidiary owns any Equity Interest therein.

“Agents” means, individually and collectively, the Administrative Agent, the Syndication Agents and the Documentation Agents.

“Agreement” has the meaning set forth in the preamble hereto.

“Agreement Currency” has the meaning assigned to such term in Section 10.13(b).

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the New York Fed Bank Rate for such day plus 0.50% and (c) the Adjusted Eurocurrency Rate for a one month Interest Period on such day, without any adjustment for rounding, (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the avoidance of doubt, the Adjusted Eurocurrency Rate for any day shall be based on the rate appearing on the Reuters Screen LIBOR01 or LIBOR02 Page (or any successor or substitute page of such page), at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the New York Fed Bank Rate or the Adjusted Eurocurrency Rate shall be effective from and including the effective date of such change in the Prime Rate, the New York Fed Bank Rate or the Adjusted Eurocurrency Rate, respectively.

“Alternative Currency” shall mean (a) with respect to Revolving Loans, Pounds Sterling and euro, and (b) with respect to Letters of Credit, Pounds Sterling, euro or any other freely tradeable and convertible currency other than Dollars in which the Issuing Lender is willing to issue a Letter of Credit.

“Alternative Currency Loans” has the meaning set forth in Section 2.01(a).

“Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the Company or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable Creditor” has the meaning assigned to such term in Section 10.13(b).

“Applicable Facility Fee Rate” means, at any time, the rate per annum determined pursuant to the Applicable Pricing Grid.

“Applicable Percentage” means, with respect to any Lender, the percentage of the Total Commitment represented by such Lender’s Commitment; provided that each express reference to “Applicable Percentage” in Section 2.22 when a Defaulting Lender shall exist shall mean the percentage of the Total Commitment (disregarding each such Defaulting Lender’s Commitment) represented by such Lender’s Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments and to any Lender’s status as a Defaulting Lender at the time of determination.

“Applicable Pricing Grid” means (a) prior to the Investment Grade Release Date, the table set forth below labeled “Prior to the Investment Grade Release Date” and (b) on and after the Investment Grade Release Date, the table set forth below labeled “On and After the Investment Grade Release Date”:

Prior to the Investment Grade Release Date				
Level	Leverage Ratio	Applicable Rate for Eurocurrency Loans	Applicable Rate for ABR Loans	Applicable Facility Fee Rate
I	< 1.00:1.00	1.30%	0.30%	0.20%
II	< 2.00:1.00 but \geq 1.00:1.00	1.50%	0.50%	0.25%
III	< 3.00:1.00 but \geq 2.00:1.00	1.70%	0.70%	0.30%
IV	\geq 3.00:1.00	1.90%	0.90%	0.35%

On and After the Investment Grade Release Date					
Level	Ratings		Applicable Rate for Eurocurrency Loans	Applicable Rate for ABR Loans	Applicable Facility Fee Rate
	S&P	Moody’s			
I	\geq BBB+	\geq Baa1	1.00%	0%	0.125%
II	BBB	Baa2	1.10%	0.10%	0.15%
III	BBB-	Baa3	1.30%	0.30%	0.20%
IV	BB+	Ba1	1.50%	0.50%	0.25%
V	< BB+	< Ba1	1.90%	0.90%	0.35%

For the purposes of the Applicable Pricing Grid prior to the Investment Grade Release Date, changes in the Applicable Rate resulting from changes in the Leverage Ratio shall become effective on the date (the “Adjustment Date”) that is three Business Days after the date on which financial

statements are delivered to the Lenders pursuant to Section 5.01 and shall remain in effect until the next change to be effected pursuant to this paragraph. If any financial statements referred to in the preceding sentence are not delivered within the time periods specified in Section 5.01, then, until the date that is three Business Days after the date on which such financial statements are delivered, the highest rate set forth in each column of the Applicable Pricing Grid shall apply.

For purposes of the Applicable Pricing Grid on and after the Investment Grade Release Date, (i) “Ratings” means the highest of the ratings in effect from each of S&P and Moody’s for senior, unsecured, non-credit-enhanced (other than by guarantees of Subsidiaries that at the time guarantee the Obligations hereunder) long-term Indebtedness for borrowed money (including under this Agreement, whether or not Loans are outstanding at such time) of the Company or, if no ratings for such senior, unsecured, non-credit enhanced, long-term Indebtedness of the Company shall be available, the Company’s corporate, issuer or similar ratings by S&P and Moody’s; (ii) if the Ratings established or deemed to have been established by Moody’s and S&P shall be changed (other than as a result of a change in the rating system of Moody’s or S&P), such change shall be effective as of the date on which it is first announced by the applicable rating agency; (iii) if the Ratings established or deemed to have been established by Moody’s and S&P shall fall within different Levels, the Applicable Rate shall be based on the higher of the two Ratings unless one of the two Ratings is two or more Levels lower than the other, in which case the Applicable Rate shall be determined by reference to the Level next below that of the higher of the two Ratings; (iv) if either Moody’s or S&P shall not have in effect a Rating (other than by reason of the circumstances referred to in the last sentence of this definition), the Applicable Rate shall be based on the Rating by the other rating agency; and (v) if neither Moody’s nor S&P shall have in effect a Rating, the Applicable Rate shall be based on Level V. Each change in the Applicable Rate on and after the Investment Grade Release Date shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody’s or S&P shall change, or if either such rating agency shall cease to be in the business of rating corporate credit, the Company and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined by reference to the Rating most recently in effect prior to such change.

In addition, at all times while an Event of Default shall have occurred and be continuing then, if the Administrative Agent or the Required Lenders shall so determine, the highest rate set forth in each column of the Applicable Pricing Grid shall apply. Notwithstanding anything herein to the contrary, to the extent that it is determined during the term of this Agreement that the Applicable Rate was incorrectly determined to be a lower rate because of information or statements provided by the Company, then the Company shall pay on demand to the Administrative Agent any amounts that the Company would have owed if such Applicable Rate had been initially determined correctly.

“Applicable Rate” means for each Type of Loan, the rate per annum determined pursuant to the Applicable Pricing Grid.

“Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.04), and

accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

“Available Collateral” means (a) the Headquarters, (b) Foreign Receivables, assets of Foreign Holdcos and assets of Loan Parties that are located outside the United States or Canada at foreign branches of such Loan Parties and (c) Foreign Equity Interests.

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Commitment Termination Date and the date of termination of the Commitments.

“Available Sale and Leaseback Collateral” means (a) the Headquarters and (b) assets of Foreign Holdcos and assets of Loan Parties that are located outside the United States or Canada at foreign branches of such Loan Parties.

“BAC Joint Venture” means Brunswick Acceptance Company, LLC, a joint venture company (a majority of the Equity Interests of which is owned on the Effective Date by Commercial Distribution Finance or one of its Subsidiaries and the remainder thereof by the Company and/or any Subsidiary of the Company) or any successor Person or contractual arrangement pursuant to which Commercial Distribution Finance or one of its Subsidiaries (or any other direct or indirect successor to which the Equity Interests currently owned by Commercial Distribution Finance may be transferred) provides floorplan financing for the domestic boat and engine dealers of the Company or any of its Subsidiaries. For the avoidance of doubt, it is understood and agreed that the BAC LLC Agreement may be amended or replaced with the result that the joint venture between the Company and Commercial Distribution Finance or one of its Subsidiaries or other successors in interest will continue under contractual arrangements (notwithstanding that the Company may not have any Equity Interest in such joint venture) and that in such event such contract or contracts shall constitute the “BAC LLC Agreement” and the arrangements provided for therein shall constitute the “BAC Joint Venture”. The BAC Joint Venture existing on the Effective Date may in addition be replaced in whole or in part by one or more other joint ventures between the Company or one of its Subsidiaries and a financing party other than Commercial Distribution Finance or one of its Subsidiaries or successors in interest so long as the differences between the terms of such joint venture and those of the BAC LLC Agreement are not materially adverse to the Lenders. In such event, then “BAC Joint Venture” shall mean such replacement joint venture (or shall mean joint ventures collectively if there is more than one) from and after its inception and the terms “BAC Joint Venture Obligations” and “BAC LLC Agreement” shall have correlative meanings in respect of the organizational documents and contractual obligations of any such replacement joint venture.

“BAC Joint Venture Obligations” means any and all agreements, undertakings, arrangements and other Contractual Obligations of the Company and its Subsidiaries to make loans or advances, or guarantee the obligations of, or purchase or otherwise acquire any capital stock, obligations or other securities of, make any capital contribution to, or otherwise invest in, or otherwise support the operations of, the BAC Joint Venture.

“BAC LLC Agreement” means that certain Limited Liability Company Agreement, dated as of October 24, 2002, between Brunswick Financial Services Corporation and CDF Ventures, LLC, as amended through the date hereof.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Banking Services” means each and any of the following bank services provided prior to or after the date hereof to any Loan Party by any Lender or any of its Affiliates: (a) commercial credit cards and debit cards, (b) stored value cards, (c) purchasing cards and cardless e-payables services and (d) treasury, depository or cash management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts, and interstate depository network services) or any similar transactions.

“Bankruptcy Code” means the provisions of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended, or any similar federal or state law for the relief of debtors.

“Board” means the Board of Governors of the Federal Reserve System of the United States of America (or any successor thereto).

“Borrower” means any of the Company and the Subsidiary Borrowers, as the context may require, and “Borrowers” means all of the foregoing.

“Borrower Obligations” means all unpaid principal of and accrued and unpaid interest on the Loans (or which would have accrued but for the commencement of any bankruptcy, insolvency, receivership or similar proceeding, regardless of whether allowed or allowable in such proceeding), all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Borrowers to any Credit Party or any indemnified party, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Loan Documents, any Letter of Credit, any Specified Swap or Banking Services Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Credit Parties).

“Borrowing” means all Revolving Loans of the same Type and denominated in the same currency, made, converted or continued on the same date and, in the case of Eurocurrency Loans, as to which a single Interest Period is in effect.

“Borrowing Minimum” means (a) in the case of a Borrowing denominated in Dollars, \$5,000,000, (b) in the case of a Borrowing denominated in Pounds Sterling, £5,000,000 and (c) in the case of a Borrowing denominated in euro, €5,000,000.

“Borrowing Multiple” means (a) in the case of a Borrowing denominated in Dollars, \$1,000,000, (b) in the case of a Borrowing denominated in Pounds Sterling, £1,000,000 and (c) in the case of a Borrowing denominated in euro, €1,000,000.

“Borrowing Request” means a request by any Borrower for a Borrowing of Revolving Loans in accordance with Section 2.03.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that, (a)

when used in connection with a Eurocurrency Loan, the term “Business Day” shall also exclude any day on which banks are not open for dealings in deposits in the relevant currency in the London interbank eurocurrency market and (b) when used in connection with a Revolving Loan denominated in euros, the term “Business Day” shall also exclude any day on which (x) commercial banks in Brussels, Belgium are authorized or required by law to remain closed or (y) the TARGET2 payment system is not open for the settlement of payments in euros.

“Calculation Date” means (a) the last Business Day of each calendar month; and (b) at any time when a Default or Event of Default shall have occurred and be continuing, any other Business Day which the Administrative Agent may determine in its sole discretion to be a Calculation Date.

“Capital Lease” means, as applied to any Person, any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, by that Person as lessee that, subject to Section 1.04, in conformity with GAAP, is, or is required to be, classified and accounted for as a capital lease on a balance sheet of such Person.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any Capital Lease, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Cash Equivalents” means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within 24 months from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, a short term rating of A-1 or higher by S&P and P-1 or higher by Moody’s, and other investments in Indebtedness maturing within 24 months of the date of acquisition thereof that is rated, or the issuer of which has a long term rating of, A- or higher by S&P and A3 or higher by Moody’s;

(c) investments in certificates of deposit, banker’s acceptances, time deposits and eurodollar time deposits maturing within 13 months from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank which has consolidated assets as determined in accordance with GAAP of not less than \$10,000,000,000;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above;

(e) money market funds that (i) are rated AA- or higher by S&P and Aa3 or higher by Moody’s and (ii) have portfolio assets of at least \$1,000,000,000; and

(f) in the case of any Foreign Subsidiary, other short-term investments that are liquid and are customarily used by companies in the jurisdiction of such Foreign Subsidiary for cash management purposes.

“Change in Control” means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Exchange Act and the rules of the SEC thereunder as in effect on the date hereof), of Equity Interests representing more than 40% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company; (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Company by Persons who were neither (i) nominated by the board of directors of the Company nor (ii) appointed or approved for election as directors by directors so nominated; (c) the Company shall cease to own 100% of the outstanding voting Equity Interests of the Borrowers (other than the Company) on a fully diluted basis (other than any directors’ qualifying shares of any Borrower); or (d) a Specified Change of Control.

“Change in Law” means (a) the adoption of any law, rule, regulation, treaty, protocol, practice or concession after the date of this Agreement, (b) any change in any law, rule, regulation, practice or concession or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender or any Issuing Lender (or, for purposes of Section 2.15(b), by any lending office of such Lender or such Issuing Lender or by such Lender’s or such Issuing Lender’s holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Commitment” means, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum possible aggregate amount of such Lender’s Credit Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.09(b) and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The amount of each Lender’s Commitment as of the Effective Date is set forth on Schedule 1.01A. The aggregate amount of the Commitments is \$300,000,000 as of the Effective Date.

“Commitment Termination Date” means the later of (a) June 30, 2021 and (b) if the commitments are extended pursuant to Section 2.24, such extended termination date as determined pursuant to such Section 2.24; provided, however, that, in each case, if such date is not a Business Day, the Commitment Termination Date shall be the immediately preceding Business Day.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Company” means Brunswick Corporation, a Delaware corporation.

“Consolidated EBITDA” means, for any Test Period, the sum, for the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP), of the following: (a) Consolidated Net Income for such period plus (b) without duplication and to the extent deducted in determining such Consolidated Net Income for such period, the sum of (i) interest expense for such period, (ii) income tax expense for such period, (iii) all amounts attributable to depreciation and amortization for such period, (iv) all non-cash charges, (v) any extraordinary losses or charges and (vi) cash restructuring charges incurred during any fiscal year in an aggregate amount not to exceed \$10,000,000, and minus (c) without duplication and to the extent included in determining such Consolidated Net Income, the sum of (i) interest income derived from the investment of cash and Cash Equivalents, (ii) any extraordinary income or gains, (iii) income tax credits (to the extent not netted from

income tax expense) and (iv) any non-cash gains for such period minus (d) any cash payments made during such period in respect of items added back in a prior period in determining Consolidated EBITDA pursuant to clause (b)(v) above subsequent to the fiscal quarter in which the relevant non-cash charges were reflected as a charge in the statement of Consolidated Net Income. For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each, a “Reference Period”) pursuant to any determination of the Leverage Ratio or the Interest Coverage Ratio, (i) if during such Reference Period the Company or any Subsidiary shall have made a Material Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period and (ii) if during such Reference Period the Company or any Subsidiary shall have made a Material Disposition, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period (as determined by the Company in its reasonable good faith business judgment) or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period. As used in this definition, “Material Acquisition” means any acquisition of property or series of related acquisitions of property that (I) constitutes assets comprising all or substantially all of an operating unit of a business or constitutes all or substantially all of the Equity Interests of a Person and (II) involves the payment of consideration by the Company and its Subsidiaries in excess of \$10,000,000; and “Material Disposition” means any Disposition of property or series of related Dispositions of property that yields gross proceeds to the Company or any of its Subsidiaries in excess of \$10,000,000, provided that a Disposition of property or series of related Dispositions of property that yields gross proceeds to the Company or any of its Subsidiaries of less than \$10,000,000 shall constitute a Material Disposition in the event that such Disposition or series of Dispositions is of property of a business that has been treated as a discontinued operation for accounting purposes; provided, further, that a discontinued operation (other than a discontinued operation that has been sold) that constitutes a Material Disposition will not be given the pro forma effect described above for purposes of calculating Consolidated EBITDA pursuant to any determination of the Interest Coverage Ratio.

“Consolidated Interest Expense” means, for any Test Period, for the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP), total interest expense (including the interest component of any payments in respect of Capital Lease Obligations) in respect of all outstanding Indebtedness accrued or capitalized during such period, in each case, to the extent paid in cash during such period (including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptance financing and net costs under Swap Agreements entered into to hedge interest rates to the extent such net costs are allocable to such period in accordance with GAAP, but excluding (i) the upfront fees and any other amounts paid in connection with refinancing Indebtedness to the extent such amounts constitute interest expense in accordance with GAAP, (ii) any gain or loss realized with respect to the termination or settlement of any Swap Agreement that hedged interest rates on the potential issuance of Indebtedness, and (iii) fees and expenses associated with the Commitments and Loans under this Agreement).

“Consolidated Net Income” means, for any period, the net income or loss of the Company and its Subsidiaries (determined on a consolidated basis in accordance with GAAP) for such period; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of the Company or is merged into or consolidated with the Company or any of its Subsidiaries, (b) the income (or deficit) of any Person (other than a Subsidiary of the Company) in which the Company or any of its Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the Company or such Subsidiary in the form of dividends or similar distributions, and (c) the undistributed earnings of any Subsidiary of the Company to the extent that the

declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any Contractual Obligation (other than under any Loan Document) or any organizational or governing documents, any law, treaty, rule or regulation or any determination of an arbitrator or a court or other Governmental Authority, in each case applicable to such Subsidiary.

“Consolidated Total Indebtedness” means, as of any date, without duplication, the aggregate principal amount of (a) all Indebtedness for Borrowed Money of the Company and its Subsidiaries at such date (determined on a consolidated basis without duplication in accordance with GAAP minus (b) unrestricted domestic cash and Cash Equivalents of the Company and its Subsidiaries in excess of \$50,000,000; provided that the aggregate amount deducted pursuant to this clause (b) shall not exceed \$150,000,000.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Contributing Party” has the meaning set forth in Section 9.09.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto. Solely for purposes of the definition of “Affiliate”, as used in Section 6.05, “Control” shall also mean the possession, directly or indirectly, of the power to vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of a Person.

“Credit Exposure” means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender’s Revolving Loans and LC Exposure at such time; provided that, with respect to any component of any such amount in an Alternative Currency, such amount shall be the Dollar Equivalent thereof.

“Credit Party” means any of the Agents, the Lenders (and, in the case of any Specified Swap or Banking Services Agreement, Affiliates of Lenders) and the Issuing Lenders, as well as any other holder of an Obligation.

“Customer Finance Program Obligations” means inventory repurchase and customer finance program recourse obligations, including any obligation of the Company or any Subsidiary to repurchase products of the Company and its Subsidiaries or to purchase or repurchase receivables created in connection with the sale of products or related services of the Company and its Subsidiaries under any customer finance program, in each case incurred in the ordinary course of business and as described in the Company’s annual audited financial statements.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender, as determined by the Administrative Agent, that has (a) failed to fund any portion of its Loans or participations in Letters of Credit within three Business Days of the date required to be funded by it hereunder, (b) notified any Borrower, the Administrative Agent, the Issuing Lender or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it

commits to extend credit, (c) failed, within three Business Days after a request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit; provided that any such Lender shall cease to be a Defaulting Lender after the provision of the confirmation referenced above, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, unless the subject of a good faith dispute, or (e) (i) become or is insolvent or has a parent company that has become or is insolvent, (ii) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or (iii) become the subject of a Bail-In Action, provided that for purposes of this clause (e), a Lender shall not qualify as a Defaulting Lender solely as a result of the acquisition or maintenance of an ownership interest in such Lender or any Person controlling such Lender, or of the exercise of control over such Lender or any Person controlling such Lender, by any Governmental Authority or instrumentality thereof.

“Departing Lender” has the meaning set forth in Section 2.19(b).

“Designation Letter” means the Designation Letter entered into by the Company and a wholly-owned Subsidiary of the Company pursuant to Section 2.21(b)(i) pursuant to which such Subsidiary shall (subject to the terms and conditions of Section 2.21) be designated as a Subsidiary Borrower, substantially in the form of Exhibit B or any other form approved by the Administrative Agent.

“Disposition” means any sale, lease, license, transfer, assignment or other disposition of all or any portion of the business, assets, rights, revenues or property, real, personal or mixed, tangible or intangible, of the Company or any of its Subsidiaries (including any Equity Interests owned by the Company or any of its Subsidiaries).

“Documentation Agents” means, individually and collectively, Suntrust Bank, U.S. Bank National Association and Citizens Bank N.A., in their capacity as Documentation Agents.

“Dollar Equivalent” means, on any date of determination, with respect to any Borrowing or Letter of Credit denominated in an Alternative Currency, the equivalent in Dollars of such amount as determined by the Administrative Agent on the basis of the Exchange Rate then applicable to such Borrowing or Letter of Credit pursuant to Section 1.06(c).

“Dollar Loans” has the meaning set forth in Section 2.01(a).

“Dollars” or “\$” refers to lawful money of the United States of America.

“Domestic Subsidiary” means any Subsidiary that is not (a) a “controlled foreign corporation” for purposes of the Code or a subsidiary of any such controlled foreign corporation or (b) a Foreign Holdco.

“EEA Financial Institution” means (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or

(c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 10.02).

“Environmental Laws” means all laws (including common law), rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by or with any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, or to the management, release or threatened release of any Hazardous Material.

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

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Borrower, is treated as a single employer under Section 414(b) or (c) of the Code, or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 day notice period referred to in Section 4043(c) of ERISA is waived); (b) the existence with respect to any Plan that is an “employee pension benefit plan” (as defined in Section 3(2) of ERISA) of a non-exempt “prohibited transaction,” as defined in Section 406 of ERISA and Section 4975(f)(3) of the Code; (c) any failure by any Plan to satisfy the “minimum funding standard” applicable to such Plan (as such term is defined in Section 412 or 430 of the Code or Section 302 of ERISA), whether or not waived; (d) the filing pursuant to Section 412 of the Code or Section 302 of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, the failure to make by its due date an installment

required under Section 430(j) of the Code with respect to any Plan or the failure of any Loan Party or ERISA Affiliate to make by its due date any contribution required under Sections 302, 303, 304 or 305 of ERISA or Sections 430, 431, 432 or 436 of the Code to any Multiemployer Plan; (e) the incurrence by any Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan (other than PBGC premiums due but not delinquent under Section 4007 of ERISA) including, without limitation, the imposition of any Lien in favor of the PBGC or any Plan; (f) the receipt by any Loan Party or any ERISA Affiliate from the PBGC or a Plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (g) the incurrence by any Loan Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan (under Section 4062 or 4063 of ERISA) or Multiemployer Plan (under Section 4203 or 4205 of ERISA); and (h) the receipt by any Loan Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Loan Party or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA, or in “endangered” or “critical” status within the meaning of Section 432 of the Code or Section 305 of ERISA.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“EURIBOR Screen Rate” has the meaning assigned to such term in the definition of “Eurocurrency Rate”.

“euro” means the single currency of Participating Member States of the European Union.

“Eurocurrency”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Eurocurrency Rate.

“Eurocurrency Rate” means:

(a) with respect to any Eurocurrency Loan (other than a Eurocurrency Borrowing denominated in euro) for any Interest Period, the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for the applicable currency for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters Screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the “LIBO Screen Rate”); and

(b) with respect to any Eurocurrency Loan denominated in euros, the interbank offered rate administered by the Banking Federation of the European Union (or any other Person which takes over the administration of such rate) for euros for a period equal in length to such Interest Period as displayed on page EURIBOR01 of the Reuters screen (or, in the event such rate does not appear on such Reuters page, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the “EURIBOR Screen Rate”);

in each case as of the Specified Time on the Quotation Day for such Interest Period; provided that if the applicable Screen Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; provided, further, that if the applicable Screen Rate shall not be available at such time for such Interest Period (an “Impacted Interest Period”) with respect to the relevant currency, then the Eurocurrency Rate shall be the Interpolated Rate at such time (provided that if the Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement). ICE BENCHMARK ADMINISTRATION LIMITED MAKES NO WARRANTY, EXPRESS OR IMPLIED, EITHER AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF ICE LIBOR AND/OR THE FIGURE AT WHICH ICE LIBOR STANDS AT ANY PARTICULAR TIME ON ANY PARTICULAR DAY OR OTHERWISE. ICE BENCHMARK ADMINISTRATION LIMITED MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF ANY USE OF ICE LIBOR.

“Eurocurrency Reserve Requirements” means, for any day as applied to a Eurocurrency Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves) under any regulations of the Board or other United States Governmental Authority having jurisdiction with respect thereto dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

“Event of Default” has the meaning set forth in Article VII .

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

“Exchange Rate” means on any day, with respect to any currency, the rate at which such currency may be exchanged into any other currency, as set forth at approximately 11:00 a.m., London time, on such date on the Reuters World Currency Page for such currency. In the event that such rate does not appear on any Reuters World Currency Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be selected by the Administrative Agent, or, in the event no such service is selected, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 10:00 a.m., Local Time, on such date for the purchase of the relevant currency for delivery two Business Days later; provided that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent, after consultation with the Company, may use any reasonable method it deems appropriate to determine such rate, and such determination shall be presumed correct absent manifest error.

“Excluded Swap Obligation” means, with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that, and only for so long as, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, as applicable, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure to constitute an “eligible contract participant,” as defined in the Commodity Exchange Act and the regulations thereunder, at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation or (b) any other Swap Obligation designated as an

“Excluded Swap Obligation” of such Guarantor as specified in any agreement between the relevant Loan Parties and counterparty applicable to such Swap Obligations, and agreed by the Administrative Agent. If a Swap Obligation arises under a master agreement governing more than one Swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guarantee or security interest is or becomes illegal.

“Excluded Taxes” means, with respect to the Administrative Agent, any Lender or any Issuing Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document:

(a) income or franchise Taxes imposed on (or measured by) such recipient’s net income by the United States of America (or any political subdivision or state thereof) (each a “U.S. Taxing Authority”), or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender or any Issuing Lender, in which its applicable lending office is located, or which are Other Connection Taxes;

(b) any branch profits Taxes imposed by any U.S. Taxing Authority or any similar Tax imposed by any other jurisdiction described in clause (a) above;

(c) in the case of any Lender, any U.S. federal withholding Tax that is imposed on payments to such Lender to the extent such Tax (i) is in effect and would apply as of the date such Lender (other than an assignee pursuant to a request by the Company under Section 2.19(b)) becomes a party to this Agreement or (ii) relates to such payments that would be made to any new applicable lending office designated by such Lender and is in effect and would apply as of the time of such designation, except in the case of (i) and (ii), (x) to the extent that such Non-U.S. Lender’s assignor (if any) was entitled, at the time of assignment (or designation of lending office) to receive additional amounts from the Loan Parties pursuant to Section 2.17, (y) to the extent such withholding Tax is imposed as a result of a Change in Law, or (z) to the extent that such withholding Tax shall have resulted from the making of any payment by any Loan Party to a location other than the office designated by the Administrative Agent or the relevant Lender for the receipt of payments of the applicable type from such Loan Party;

(d) any United States federal withholding Tax that is attributable to such Lender’s failure to comply with Section 2.17(f); and

(e) any United States federal withholding Tax imposed pursuant to FATCA.

“Existing Credit Agreement” has the meaning set forth in the recitals hereto.

“Existing Letters of Credit” has the meaning set forth in Section 2.06(l).

“Existing Notes” means the Company’s outstanding notes and debentures issued under the Existing Notes Indentures.

“Existing Notes Indentures” means, collectively, (i) the 1987 Existing Notes Indenture and (ii) the 2013 Existing Notes Indenture.

“Existing 2021 Notes” means the Company’s 4.625% Senior Notes due 2021.

“Existing Specified Swap or Banking Services Agreement” means any (a) “Specified Swap or Banking Services Agreement” under, and as defined in, the Existing Credit Agreement and (b) each other Swap Agreement or agreement with respect to Banking Services that is outstanding on the Effective Date between any Loan Party and any Person that is a Lender or an Affiliate of a Lender on the Effective Date.

“Existing Termination Date” has the meaning set forth in Section 2.24(a).

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

“Federal Funds Effective Rate” means, for any day, an interest rate per annum equal to the rate calculated by the New York Fed based on such day’s federal funds transactions by depository institutions (as determined in such manner as the New York Fed shall set forth on its public website from time to time) and published on the next succeeding Business Day by the New York Fed as the federal funds effective rate.

“Financial Officer” means the chief financial officer, principal accounting officer, treasurer or controller of the Company.

“Floorplan Borrowing Base” means, as of any date of determination, an amount equal to 90% of the net book value of Floorplan Borrowing Base Assets as of such date.

“Floorplan Borrowing Base Assets” means secured floorplan loans and similar financing arrangements made by the Company or any Subsidiary to boat and engine dealers.

“Floorplan Receivables Permitted Indebtedness” means Indebtedness incurred to finance the extension by the Company and its Subsidiaries of financing to boat and engine dealers in an aggregate principal amount not to exceed the Floorplan Borrowing Base; provided that not later than the third Business Day prior to the initial incurrence of Indebtedness under any debt facility that will be Floorplan Receivables Permitted Indebtedness, the Company shall have provided the Administrative Agent with written notice of its intention to incur Indebtedness under such facility and with a statement showing a computation of the Floorplan Borrowing Base anticipated to be in effect in connection with such Indebtedness as of the date of such initial incurrence.

“Floorplan Receivables Permitted Liens” means Liens to secure Floorplan Receivables Permitted Indebtedness on notes, loans, promissory notes and other evidences of Indebtedness and related Guarantees and collateral arrangements, and the proceeds thereof, arising from floorplan financing and similar arrangements to boat and engine dealers to promote the sale of inventory.

“Fond du Lac Existing Indebtedness” means the Financing Agreement entered into on the 23rd day of December, 2009, by and among the City of Fond du Lac, Wisconsin and Fond du Lac County, Wisconsin and the Fond du Lac County Economic Development Corporation and the Company.

“Fond du Lac Facility” means the manufacturing plants and facilities, distribution and warehouse facilities and executive offices of the Mercury Marine division located in or adjacent to Fond du Lac, Wisconsin, including all fixtures thereon and equipment and manufacturing-related tangible assets

located therein from time to time, but excluding inventory, raw materials and all production components thereof.

“Fond du Lac Sale and Leaseback Transactions” means sale and leaseback transactions with respect to the Fond du Lac Facility.

“Foreign Equity Interest” means any Equity Interest in any Person that is not organized under the laws of any jurisdiction within the United States of America.

“Foreign Holdco” means each of Brunswick International Ltd., Marine Power International Limited, Marine Power New Zealand Limited, Life Fitness International Sales Inc., Marine Power International Pty. Ltd., Brunswick Marine in EMEA, Inc. and each other Domestic Subsidiary the business of which consists substantially entirely in holding Foreign Equity Interests and/or conducting operations through foreign branches.

“Foreign Receivables” means (a) each account receivable owned by any Foreign Subsidiary or any Foreign Holdco and (b) each account receivable owned by a Loan Party that is owed by a Person that is not organized under any applicable law of the United States, any state of the United States or the District of Columbia, Canada, or any province of Canada.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

“GAAP” means generally accepted accounting principles in the United States of America.

“Governmental Authority” means the government of the United States of America, or of any other nation, or any political subdivision thereof, whether state, provisional, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or other obligation; provided, that the term Guarantee shall not include (i) endorsements for collection or deposit in the ordinary course of business, (ii) Customer Finance Program Obligations or (iii) the BAC Joint Venture Obligations.

“Guarantee Period” means the period commencing on the Effective Date and ending on the Guarantee Release Date.

“Guarantee Release Date” has the meaning set forth in Section 10.18(a).

“Guaranteed Obligations” has the meaning set forth in Section 9.01.

“Guarantor” means, at any time, collectively and individually, the Company and each Domestic Subsidiary that has executed this Agreement or has executed a Joinder Agreement and has not been released from the Loan Guaranty.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates or fractions, asbestos or asbestos containing materials, polychlorinated biphenyls, urea-formaldehyde insulation, molds, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Headquarters” means the real property located at 1 N. Field Court, Lake Forest, Illinois 60045.

“Immaterial Subsidiary” means, at any date, any Domestic Subsidiary of the Company (other than a Subsidiary Borrower) that, together with its consolidated Subsidiaries, provides less than 5% of the consolidated revenues of, or holds less than 5% of the consolidated assets of, the Company and its Domestic Subsidiaries on a consolidated basis determined in accordance with GAAP; provided that, the aggregate revenues or assets of all Immaterial Subsidiaries, determined in accordance with GAAP, may not exceed 10% of consolidated revenues or consolidated assets, respectively, of the Company and its consolidated Domestic Subsidiaries, collectively, at any time (and the Company will designate in writing to the Administrative Agent from time to time the Subsidiaries which will cease to be treated as “Immaterial Subsidiaries” in order to comply with the foregoing limitation). Each computation of consolidated assets and revenues made in determining whether a Subsidiary is an Immaterial Subsidiary shall exclude all assets consisting of Foreign Equity Interests.

“Impacted Interest Period” has the meaning assigned to such term in the definition of “Eurocurrency Rate”.

“Increased Facility Activation Notice” means a notice substantially in the form of Exhibit I.

“Increased Facility Closing Date” means any Business Day designated as such in an Increased Facility Activation Notice.

“Indebtedness” means, without duplication, with respect to any Person (including the Company and its Subsidiaries), (a) all obligations of such Person for borrowed money or evidenced by bonds, debentures, notes or similar instruments or with respect to deposits or advances of any kind, (b) all obligations of such Person in respect of the deferred purchase price of property or services (other than accounts payable arising in the ordinary course of business which, to the knowledge of a Financial Officer, are not more than 45 days past due or are being disputed in good faith) and other accrued expenses and deferred compensation incurred in the ordinary course of business, (c) all Capital Lease Obligations of such Person, (d) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances, (e) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed (and in each case valued at the lesser of the amount of such Indebtedness and the fair market value of the assets subject to such Lien), (g) all

Guarantees by such Person of Indebtedness of others, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit, letters of guaranty that support or secure Indebtedness, surety bonds or similar arrangements, (i) for purposes of Section 7(f) only, all obligations of such Person in respect of Swap Agreements and (j) any other Off-Balance Sheet Liability. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor. The term Indebtedness shall not include Customer Finance Program Obligations.

“Indebtedness for Borrowed Money” means, on any date, the amount of debt of the Company and its Subsidiaries set forth on, or that would be required to be set forth on, the consolidated balance sheet of the Company as of such date in accordance with GAAP.

“Indemnified Taxes” means Taxes (including Other Taxes) other than Excluded Taxes.

“Indemnitee” has the meaning set forth in Section 10.03(b).

“Initial Issuing Lenders” means, collectively, JPMCB, Bank of America, N.A. and Wells Fargo Bank, N.A.

“Information” has the meaning set forth in Section 10.12.

“Insolvency Laws” means the Bankruptcy Code and any other applicable state, provincial, territorial or federal bankruptcy laws, each as now and hereafter in effect, any successors to such statutes and any other applicable insolvency or other similar law of any jurisdiction, including any law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it and including any rules and regulations pursuant thereto.

“Intellectual Property” has the meaning set forth in Section 3.05(b).

“Interest Coverage Ratio” means, the ratio, determined as of the end of any Test Period, of (a) Consolidated EBITDA for such Test Period to (b) Consolidated Interest Expense for such Test Period.

“Interest Election Request” means a request by any Borrower to convert or continue a Borrowing of Revolving Loans in accordance with Section 2.08.

“Interest Payment Date” means (a) with respect to any ABR Loan, each Quarterly Date, (b) with respect to any Eurocurrency Loan, the last day of each Interest Period therefor and, in the case of any Interest Period for a Eurocurrency Loan of more than three months' duration, each day prior to the last day of such Interest Period that occurs at three-month intervals after the first day of such Interest Period and (c) with respect to any Loan, the Commitment Termination Date.

“Interest Period” means for any Eurocurrency Loan or Borrowing, the period commencing on the date of such Loan or Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six (or, with the consent of each Lender, twelve) months thereafter, as specified in the applicable Borrowing Request or Interest Election Request; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurocurrency Borrowing only, such

next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (ii) any Interest Period pertaining to a Eurocurrency Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Loan initially shall be the date on which such Loan is made and thereafter shall be the effective date of the most recent conversion or continuation of such Loan, and the date of a Borrowing consisting of Loans that have been converted or continued shall be the effective date of the most recent conversion or continuation of such Loans.

“Interpolated Rate” means at any time and with respect to any currency, the rate per annum (rounded to the same number of decimal places as the Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the applicable Screen Rate (for the longest period for which the applicable Screen Rate is available for the applicable currency) that is shorter than the Impacted Interest Period and (b) the applicable Screen Rate (for the shortest period for which the applicable Screen Rate is available for the applicable currency) that exceeds the Impacted Interest Period, in each case, as of the Specified Time on the Quotation Day for such Interest Period. When determining the rate for a period which is less than the shortest period for which the Screen Rate is available, the Screen Rate for purposes of clause (a) above shall be deemed to be the overnight rate for the relevant currency determined by the Administrative Agent from such service as the Administrative Agent may select.

“Investment” has the meaning set forth in Section 6.06.

“Investment Grade Release Conditions” means the two following conditions:

(1) the Company shall have received (x) a Rating of at least BBB- (with a stable or positive outlook) from S&P and a Rating of at least Ba1 (with a stable or positive outlook) from Moody’s or (y) a Rating of at least BB+ (with a stable or positive outlook) from S&P and a Rating of at least Baa3 (with a stable or positive outlook) from Moody’s; and

(2) the Leverage Ratio as of the last day of each of the two prior fiscal quarters for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) or pursuant to Section 5.01(a) or 5.01(b) of the Existing Credit Agreement shall have been less than or equal to 2.25:1.00.

If the rating system of S&P and/or Moody’s shall change, or if any such rating agency shall cease to be in the business of rating corporate debt obligations, the Company and the Administrative Agent (in consultation with the Lenders) shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency.

“Investment Grade Release Date” means the first date on or as of which the Investment Grade Release Conditions are satisfied.

“Issuing Lender” means each Initial Issuing Lender and each other Lender designated by the Company as an “Issuing Lender” hereunder that has agreed to such designation (and is reasonably acceptable to the Administrative Agent), each in its capacity as an issuer of one or more Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.06(j), in each case so long as such Person shall remain an Issuing Lender hereunder. Any Issuing Lender may, in its discretion, arrange for

one or more Letters of Credit to be issued by Affiliates of such Issuing Lender, in which case the term “Issuing Lender” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

“Joinder Agreement” has the meaning set forth in Section 5.11(a).

“JPMCB” means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

“Judgment Currency” has the meaning assigned to such term in Section 10.13(b).

“LC Collateral Account” has the meaning set forth in Section 2.06(k).

“LC Commitment” means \$100,000,000.

“LC Disbursement” means a payment made by any Issuing Lender pursuant to a Letter of Credit.

“LC Exposure” means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of any Borrower at such time; provided that, with respect to any component of any such amount in an Alternative Currency, such amount shall be the Dollar Equivalent thereof. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time. For purposes of computing the undrawn amount under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.05. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the International Standby Practices (1998), International Chamber of Commerce Publication No. 590, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“Lender Parent” means with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a Subsidiary.

“Lenders” means (a) on the Effective Date, the Persons listed on Schedule 1.01A hereto and (b) thereafter, any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

“Letter of Credit” means any letter of credit issued or continued pursuant to this Agreement.

“Leverage Ratio” means, as of the last day of any Test Period, the ratio of (a) Consolidated Total Indebtedness as of such date to (b) Consolidated EBITDA for such period.

“LIBO Screen Rate” has the meaning assigned to such term in the definition of “Eurocurrency Rate”.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such

asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Loan Documents” means, collectively, this Agreement, any promissory notes issued pursuant to this Agreement, any Letters of Credit and any Designation Letters. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Loan Guaranty” means Article IX of this Agreement.

“Loan Parties” means, individually and collectively, the Company, the other Borrowers, the Company’s Domestic Subsidiaries that are Guarantors and any other Person who becomes a party to this Agreement pursuant to a Joinder Agreement and their respective successors and assigns.

“Loans” means the loans and advances made by the Lenders to the Borrowers pursuant to this Agreement.

“Local Time” means (a) with respect to a Loan or Letter of Credit denominated in Dollars, New York City time and (b) with respect to a Loan or Letter of Credit denominated in euros or Pounds Sterling, London time and (c) with respect to a Letter of Credit denominated in any other Alternative Currency, the local time in the principal financial center where such Alternative Currency is cleared and settled, as reasonably determined by the Administrative Agent.

“Margin Stock” means “margin stock” within the meaning of Regulations T, U and X of the Board.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, condition, financial or otherwise, or results of operations of the Company and its Subsidiaries taken as a whole, (b) the ability of any Loan Party to perform any of its obligations under this Agreement or any of the other Loan Documents to which it is a party, or (c) the rights of or benefits available to the Administrative Agent, the Lenders or any Issuing Lender under this Agreement or any of the other Loan Documents.

“Material Indebtedness” means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Company and its Subsidiaries in an aggregate principal amount exceeding \$50,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of any Person in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Swap Agreement were terminated at such time.

“Moody’s” means Moody’s Investors Service, Inc.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA as to which any Loan Party or any ERISA Affiliates (i) makes or is obligated to make contributions, (ii) during the preceding five plan years, has made or been obligated to make contributions or (iii) has any actual or contingent liability.

“New Lender” has the meaning set forth in Section 2.23(b).

“New Lender Supplement” has the meaning set forth in Section 2.23(b).

“New York Fed” means the Federal Reserve Bank of New York.

“New York Fed Bank Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day; provided that if both such rates are not so published for any day that is a Business Day, the term “New York Fed Bank Rate” means the rate quoted for such day for a federal funds transaction at 11:00 a.m. on such day received by the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Non-Consenting Lender” has the meaning set forth in Section 10.02(d).

“Non-Extending Lender” has the meaning set forth in Section 2.24(b).

“Non-Material Subsidiary” means, at any date, any Subsidiary of the Company (other than a Subsidiary Borrower) that, together with its consolidated Subsidiaries, provides less than 5% of the consolidated revenues of, or holds less than 5% of the consolidated assets of, the Company and its Subsidiaries on a consolidated basis determined in accordance with GAAP; provided that, the aggregate revenues or assets of all Non-Material Subsidiaries, determined in accordance with GAAP, may not exceed 10% of consolidated revenues or consolidated assets, respectively, of the Company and its consolidated Subsidiaries, collectively, at any time (and the Company will designate in writing to the Administrative Agent from time to time the Subsidiaries which will cease to be treated as “Non-Material Subsidiaries” in order to comply with the foregoing limitation).

“Non-U.S. Lender” means any Lender or Issuing Lender that is not a “United States person” as defined in Section 7701(a)(30) of the Code.

“Notice Deadline” has the meaning set forth in Section 2.24(b).

“Obligations” means the Borrower Obligations and the Guaranteed Obligations.

“Off-Balance Sheet Liability” of a Person means any indebtedness, liability or obligation under any so-called “synthetic lease” transaction entered into by such Person.

“Other Connection Taxes” means, with respect to the Administrative Agent, any Lender or any Issuing Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising solely from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” means any and all present or future stamp, court or documentary Taxes or any other excise, property, intangible, recording, filing or similar Taxes, charges or similar levies arising from any payment made under any Loan Document or from the execution, delivery, performance or enforcement or registration of, or from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, but excluding Excluded Taxes.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.–managed banking offices of depository institutions (as such composite rate shall be determined by the New York Fed as set forth on its public website from time to time) and published on the next succeeding Business Day by the New York Fed as an overnight bank funding rate (from and after such date as the New York Fed shall commence to publish such composite rate).

“Participant” has the meaning set forth in Section 10.04(c).

“Participant Register” has the meaning set forth in Section 10.04(c).

“Patriot Act” has the meaning set forth in Section 10.16.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“Permitted Acquisition” means any acquisition by the Company or any Domestic Subsidiary, whether by purchase, merger or otherwise, of all or substantially all of the assets of, all of the Equity Interests of, or a business line or unit or a division of, any Person; provided that:

(a) such acquisition shall be consensual;

(b) such acquisition shall be consummated in accordance with all Requirements of Law, except where the failure to so comply would not reasonably be expected to have a Material Adverse Effect;

(c) in the case of the acquisition of Equity Interests, all of the Equity Interests (except for any such securities in the nature of directors’ qualifying shares) acquired or otherwise issued by such Person (or, in the case of an acquisition of a group of companies, the parent company of such group) or any newly formed Subsidiary of any Borrower in connection with such acquisition shall be directly and beneficially owned 100% by the Company or any Domestic Subsidiary; and

(d) in the case of any acquisition in excess of \$50,000,000 (whether paid in cash, securities, the assumption of debt or otherwise), the Company shall furnish to the Administrative Agent at least five Business Days prior to such proposed acquisition a certificate from a Financial Officer evidencing compliance with Section 6.06(k), together with such detailed information relating thereto as the Administrative Agent may reasonably request to demonstrate such compliance.

“Permitted Encumbrances” means:

(a) Liens imposed by law for Taxes, assessments or governmental charges or levies on property that are not yet due and payable or are being contested in compliance with Section 5.04;

(b) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s, servicemen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 60 days or are being contested in compliance with Section 5.04;

(c) pledges and deposits (including letters of credit (and deposits securing letters of credit), surety bonds and other escrowed or trust holdings) made in the ordinary course of business in compliance with workers' compensation laws, unemployment, general liability and other insurance, old age pensions and other social security or retirement benefits, or similar laws or regulations;

(d) Liens incurred over cash deposits and other investments to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment liens in respect of judgments that do not constitute an Event of Default under clause (j) of Article VII ;

(f) easements, zoning or other land use restrictions (including restrictive covenants or deed restrictions in connection with environmental cleanup obligations), rights-of-way and similar encumbrances or charges on real property imposed by law or arising in the ordinary course of business that do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Company or any Subsidiary; and

(g) bankers' liens and rights of setoff arising by operation of law and contractual rights of setoff or any contractual Liens or netting rights, in each case, in favor of the relevant depository institutions in connection with any cash management services provided to the Company or any of its Subsidiaries in the ordinary course of business;

provided that the term "Permitted Encumbrance" shall not include any Lien securing Indebtedness.

"Permitted Floorplan Vehicle Transaction" means any of one or more financing facilities, as amended, supplemented, modified, extended, renewed, restated, refunded, replaced or refinanced from time to time, the obligations of which are non-recourse (except for Permitted Floorplan Vehicle Transaction Undertakings) to the Company or any Subsidiary (other than any Permitted Floorplan Vehicle Transaction Subsidiary), pursuant to which the Company or any Subsidiary sells Floorplan Borrowing Base Assets and related assets or interests therein to either (a) a Person that is not a Subsidiary or (b) a Permitted Floorplan Vehicle Transaction Subsidiary that in turn sells its assets to a Person that is not a Subsidiary.

"Permitted Floorplan Vehicle Transaction Undertakings" means representations, warranties, covenants and indemnities entered into by the Company or any Subsidiary that it has determined in good faith to be customary in financings similar to a Permitted Floorplan Vehicle Transaction, including, without limitation, those relating to the servicing of the assets of a Permitted Floorplan Vehicle Transaction Subsidiary.

"Permitted Floorplan Vehicle Transaction Subsidiary" means any Subsidiary formed solely for the purpose of engaging, and that engages only, in one or more Permitted Floorplan Vehicle Transactions.

"Permitted Foreign Acquisition" means any acquisition that would be a Permitted Acquisition if each reference to "Domestic Subsidiary" in the definition of Permitted Acquisition were replaced with a reference to "Foreign Subsidiary".

“Permitted Foreign Sale and Leaseback Transactions” means sale and leaseback transactions with respect to the property or assets of Foreign Subsidiaries and Foreign Holdcos outside the United States of America.

“Permitted Foreign Securitization” means any of one or more receivables financing facilities, as amended, supplemented, modified, extended, renewed, restated, refunded, replaced or refinanced from time to time, the obligations of which are non-recourse (except for Permitted Foreign Securitization Standard Undertakings) to the Company or any Subsidiary (other than any Permitted Foreign Securitization Subsidiary), pursuant to which the Company or any Subsidiary sells accounts, payment intangibles and related assets or interests therein in each case in respect of Foreign Receivables to either (a) a Person that is not a Subsidiary or (b) a Permitted Foreign Securitization Subsidiary that in turn sells its accounts, payment intangibles and related assets to a Person that is not a Subsidiary.

“Permitted Foreign Securitization Repurchase Obligation” means any obligation of the Company or any Subsidiary that is a seller of assets in a Permitted Foreign Securitization to repurchase the assets it sold thereunder as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

“Permitted Foreign Securitization Standard Undertakings” means representations, warranties, covenants and indemnities entered into by the Company or any Subsidiary that it has determined in good faith to be customary in financings similar to a Permitted Foreign Securitization, including, without limitation, those relating to the servicing of the assets of a Permitted Foreign Securitization Subsidiary, it being understood that any Permitted Foreign Securitization Repurchase Obligation shall be deemed to be a Permitted Foreign Securitization Standard Undertaking.

“Permitted Foreign Securitization Subsidiary” means any Subsidiary formed solely for the purpose of engaging, and that engages only, in one or more Permitted Foreign Securitizations.

“Permitted Other Sale and Leaseback Transactions” means sale and leaseback transactions with respect to the Available Sale and Leaseback Collateral.

“Permitted Refinancing Sale and Leaseback Transactions” means sale and leaseback transactions with respect to the Available Sale and Leaseback Collateral, provided that all the proceeds of such transactions are applied immediately to redeem (or make subject to cash collateral or escrow arrangements satisfactory to the Administrative Agent pending the redemption of) the Existing 2021 Notes and pay any premiums and any fees and expenses incurred in connection with such redemption.

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

“Plan” means any employee benefit plan (as defined in Section 3(3) of ERISA), including any employee welfare benefit plan (as defined in Section 3(1) of ERISA), any employee pension benefit plan (as defined in Section 3(2) of ERISA), and any plan which is both an employee welfare benefit plan and an employee pension benefit plan, and in respect of which any Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA, except for any Multiemployer Plan.

“Pounds Sterling” means the lawful money of the United Kingdom.

“Prime Rate” means the rate of interest per annum publicly announced from time to time by JPMCB as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

“Pro Forma Basis” means, with respect to any test hereunder in connection with any event, that such test shall be calculated after giving effect on a pro forma basis for the period of such calculation to (i) such event as if it happened on the first day of such period or (ii) the incurrence of any Indebtedness by the Company or any Subsidiary and any incurrence, repayment, issuance or redemption of other Indebtedness of the Company or any Subsidiary occurring at any time subsequent to the last day of the Test Period and on or prior to the date of determination, as if such incurrence, repayment, issuance or redemption, as the case may be, occurred on the first day of the Test Period.

“Projections” has the meaning set forth in Section 5.01(e).

“Qualified Keepwell Provider” means, in respect of any Swap Obligation, each Loan Party that, at the time the relevant guarantee becomes or would become effective with respect to such Swap Obligation, has total assets exceeding \$10,000,000 or otherwise constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and which may cause another person to qualify as an “eligible contract participant” with respect to such Swap Obligation at such time by entering into a keepwell pursuant to section 1a(18)(A)(v)(II) of the Commodity Exchange Act (or any successor provision thereto).

“Quarterly Dates” means the last Business Day of March, June, September and December in each year, the first of which shall be the first such day after the date hereof.

“Quotation Day” means with respect to any Loan or Borrowing determined by reference to the Adjusted Eurocurrency Rate for any Interest Period, (i) in the case of Loans denominated in Dollars, two Business Days prior to the commencement of such Interest Period, (ii) in the case of Loans denominated in euro, two Business Days prior to the commencement of such Interest Period and (iii) in the case of Loans denominated in Sterling, the first day of such Interest Period.

“Rating” has the meaning set forth in the definition of Applicable Pricing Grid.

“Register” has the meaning set forth in Section 10.04(b)(iv).

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

“Relevant Anniversary Date” has the meaning set forth in Section 2.24(a).

“Relevant Jurisdiction” has the meaning set forth in Section 2.21(b)(ii).

“Request Date” has the meaning set forth in Section 2.24(a).

“Required Lenders” means, at any time, Lenders having Commitments representing more than 50% of the Total Commitment at such time; provided that, for purposes of declaring the Loans to be due and payable pursuant to Article VII, and for all purposes after the Loans become due and payable pursuant to Article VII or the Commitments expire or terminate, “Required Lenders” means, Lenders having Credit Exposures representing more than 50% of the Total Credit Exposure at such time.

“Requirement of Law” means, as to any Person, the Certificate of Incorporation and By Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Reset Date” has the meaning assigned to such term in Section 1.06(c).

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Company or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Company, whether now or hereafter outstanding, or any option, warrant or other right to acquire any such Equity Interests in the Company; provided, however, that any payments or issuances pursuant to Section 6.05(g) or (h) or the 2005 Elective Deferred Incentive Compensation Plan shall not constitute Restricted Payments.

“Revolving”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans constituting such Borrowing, are made pursuant to Section 2.01.

“S&P” means Standard & Poor’s Ratings Services LLC, a subsidiary of The McGraw-Hill Corporation.

“Sanctioned Country” means, at any time, a country, region or territory that is itself the subject or target of any Sanctions. As of the Effective Date, the Sanctioned Countries are Crimea, Cuba, Iran, North Korea, Sudan and Syria.

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or by the United Nations Security Council, the European Union any European Union member state or Her Majesty’s Treasury of the United Kingdom, (b) any Person located, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

“Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty’s Treasury of the United Kingdom.

“Screen Rate” means the EURIBOR Screen Rate and the LIBO Screen Rate, collectively and individually, as the context may require.

“SEC” means the United States Securities and Exchange Commission, together with any successor agency responsible for the administration and enforcement of the Securities Act of 1933, as amended from time to time, and the Exchange Act.

“Specified Banking Services Agreement” means any agreement with respect to Banking Services entered into by any Loan Party and any Person that is a Lender or an Affiliate of a Lender at the time such agreement is entered into.

“Specified Change of Control” means a “Change of Control” (or other defined term having a similar purpose) as defined in the Existing Notes or in any document governing any refinancing thereof.

“Specified Swap Agreement” means a Swap Agreement in respect of interest rates, currency exchange rates or commodity prices entered into by any Loan Party and any Person that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into.

“Specified Swap or Banking Services Agreement” means (a) any Specified Swap Agreement or any Specified Banking Services Agreement and (b) any Existing Specified Swap or Banking Services Agreement.

“Specified Time” means (i) in the case of Dollar Loans, 11:00 a.m. New York City time, (ii) in the case of Alternative Currency Loans, 11:00 a.m. London time.

“Subordinated Indebtedness” of any Person means any Indebtedness of such Person the payment of which is subordinated to payment of the Obligations to the written satisfaction of the Administrative Agent.

“Subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held. Unless otherwise specified, “Subsidiary” means a Subsidiary of the Company.

“Subsidiary Borrower” means (a) each wholly-owned Subsidiary of the Company that is listed under the caption “Subsidiary Borrowers” on the signature pages hereof and (b) each other wholly-owned Subsidiary of the Company that shall become a Subsidiary Borrower pursuant to Section 2.21, in each case so long as such Subsidiary shall remain a Subsidiary Borrower hereunder.

“Swap” means any agreement, contract, or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Agreement” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Company or the Subsidiaries shall be a Swap Agreement.

“Swap Obligations” of a Person means any obligation to pay or perform under a Swap.

“Syndication Agents” means, individually and collectively, Bank of America, N.A. and Wells Fargo Bank, N.A., in their capacity as Syndication Agents.

“TARGET2” means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system (or, if such payment system ceases to be operative, such other payment system (if any) reasonably determined by the Administrative Agent to be a suitable replacement) for the settlement of payments in euros.

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

“Termination Letter” has the meaning set forth in Section 2.21(c).

“Test Period” means the most recent period of four consecutive fiscal quarters of the Company ended on or prior to such time (taken as one accounting period) in respect of which financial statements for each quarter or fiscal year in such period have been (or were required to be) delivered pursuant to Section 5.01(a) or 5.01(b), as applicable.

“Total Assets” means, at any date, the amount that would, in conformity with GAAP, be set forth opposite the caption “total assets” (or any like caption) on a consolidated balance sheet of the Company and the Subsidiaries.

“Total Commitment” means, at any time, the aggregate amount of the Commitments as in effect at such time.

“Total Credit Exposure” means, at any time, the aggregate amount of the Credit Exposure of all Lenders at such time.

“Transactions” means the execution, delivery and performance by the Company, each Subsidiary Borrower and each other Loan Party of this Agreement and the other Loan Documents, the borrowing of Loans and other credit extensions, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

“Type”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Eurocurrency Rate or the Alternate Base Rate.

“U.S. Tax Compliance Certificate” has the meaning set forth in Section 2.17(f)(ii)(C).

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

SECTION 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a “Eurocurrency Loan”). Borrowings also may be classified and referred to by Type (e.g., a “Eurocurrency Borrowing”).

SECTION 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References to the “date of this Agreement”, the “date hereof” and similar locutions shall mean June 30, 2016.

SECTION 1.04 Accounting Terms; GAAP; Fiscal Year. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Company or any Subsidiary at “fair value”, as defined therein and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof; provided, further, that, if the Company notifies the Administrative Agent that the Company requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or any change in the application of GAAP on the operation of such provision (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then the parties shall act in good faith to agree on such amendment (at the Company’s expense but without the payment of any consent or similar fee) and such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. To enable the ready and consistent determination of compliance with the covenants set forth in Article VI, the Company will not change its fiscal year from a fiscal year consisting of four fiscal quarters ending on December 31, each fiscal quarter of which is comprised of three fiscal months consisting of a first fiscal month of four calendar weeks, a second fiscal month of four calendar weeks and a third fiscal month of five calendar weeks.

Notwithstanding anything to the contrary contained in the immediately preceding paragraph or the definition of “Capital Lease,” and notwithstanding any accounting change, only those leases that would have constituted “Capital Leases” under GAAP as in effect on December 31, 2015 (assuming for purposes hereof that they were in existence on such date) shall be considered Capital Leases and all calculations and deliverables under this Agreement or any other Loan Document shall be

made or delivered, as applicable, in accordance therewith (provided that together with all financial statements delivered to the Administrative Agent in accordance with the terms of this Agreement after the date of any accounting change after December 31, 2015, in the treatment of leases that has been applied in the preparation of the Company's financial statements, the Company shall deliver a schedule showing the adjustments necessary to reconcile such financial statements with the treatment of leases under GAAP as in effect immediately prior to such accounting change).

SECTION 1.05 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that by its terms provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such times.

SECTION 1.06 Conversion of Foreign Currencies.

(a) If more than one currency or currency unit are at the same time recognized by the central bank of any country as the lawful currency of that country, then (i) any reference in the Loan Documents to, and any obligations arising under the Loan Documents in, the currency of that country shall be translated into or paid in the currency or currency unit of that country designated by the Administrative Agent and (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognized by the central bank for conversion of that currency or currency unit into the other, rounded up or down (to the next 1/16 of 1%) by the Administrative Agent as it deems appropriate.

(b) If a change in any currency of a country occurs, this Agreement shall be amended (and each party hereto agrees to enter into any supplemental agreement necessary to effect any such amendment) to the extent that the Administrative Agent determines such amendment to be necessary to reflect the change in currency and to put the Lenders and the Borrowers in the same position, so far as possible, that they would have been in if no change in currency had occurred.

(c) The Administrative Agent shall determine the Dollar Equivalent of any Borrowing denominated in an Alternative Currency as of the date of the commencement of the initial Interest Period therefor and as of the date of the commencement of each subsequent Interest Period therefor, in each case using the Exchange Rate for such currency in relation to Dollars in effect on the date that is two Business Days prior to the date on which the applicable Interest Period shall commence, and each such amount shall, except as provided in clause (d) of this Section, be the Dollar Equivalent of such Borrowing until the next required calculation thereof pursuant to this sentence. The Administrative Agent shall determine the Dollar Equivalent of any Letter of Credit denominated in an Alternative Currency as of the date such Letter of Credit is issued, amended to increase its face amount, extended or renewed and as of the last Business Day of each subsequent calendar month, in each case using the Exchange Rate for such currency in relation to Dollars in effect on the date that is two Business Days prior to the date on which such Letter of Credit is issued, amended to increase its face amount, extended or renewed or as of the last Business Day of such subsequent calendar month, as the case may be, and each such amount shall, except as provided in clause (d) of this Section, be the Dollar Equivalent of such Letter of Credit until the next required calculation thereof pursuant to this sentence. The Administrative Agent shall promptly notify the Borrower of each determination of the Dollar Equivalent of any Borrowing or Letter of Credit.

(d) Notwithstanding the foregoing, for purposes of any determination under Article V , Article VI (other than Section 6.11) or Article VII or any determination under any other provision of this Agreement expressly requiring the use of a current exchange rate, all amounts incurred, outstanding or proposed to be incurred or outstanding in currencies other than Dollars shall be translated into Dollars at currency exchange rates in effect on the date of such determination. For purposes of Section 6.11, amounts in currencies other than Dollars shall be translated into Dollars at the currency exchange rates used in preparing the Company’s annual and quarterly financial statements.

ARTICLE II

THE CREDITS

SECTION 2.01 The Commitments.

(a) Subject to the terms and conditions set forth herein, each Lender agrees to make Revolving Loans denominated in Dollars (“Dollar Loans”) and Revolving Loans denominated in any Alternative Currency (“Alternative Currency Loans”) to the Company and the Subsidiary Borrowers from time to time during the Availability Period if after giving effect thereto:

- (i) such Lender’s Credit Exposure would not exceed such Lender’s Commitment; and
- (ii) the Total Credit Exposure would not exceed the Total Commitment.

(b) Within the foregoing limits and subject to the terms and conditions set forth herein, each Borrower may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02 Loans and Borrowings.

(a) Obligations of Lenders. Each Revolving Loan to the Company or any Subsidiary Borrower shall be made as part of a Borrowing comprised of Loans of the same Type made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender’s failure to make Loans as required.

(b) Type of Loans. Subject to Section 2.14 each Revolving Borrowing by the Company or any Subsidiary Borrower of (i) Dollar Loans shall be comprised entirely of ABR Loans or Eurocurrency Loans as the Borrower may request in accordance herewith and (ii) Alternative Currency Loans shall be comprised entirely of Eurocurrency Loans as the Borrower may request in accordance herewith.

Each Lender at its option may make any Eurocurrency Loan by causing any U.S. or non-U.S. branch or any Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the relevant Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) Minimum Amounts; Limitation on Number of Borrowings. Each Revolving Eurocurrency Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum. Each Revolving ABR Borrowing shall be in an aggregate amount equal to \$500,000 or a larger multiple of \$500,000; provided that an ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the Total Commitment or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(f). Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of ten Revolving Eurocurrency Borrowings outstanding.

(d) Limitations on Interest Periods. Notwithstanding any other provision of this Agreement, neither the Company nor any other Borrower shall be entitled to request (or to elect to convert to or continue as a Revolving Eurocurrency Borrowing) any Borrowing if the Interest Period requested therefor would end after the Commitment Termination Date.

SECTION 2.03 Requests for Revolving Borrowings

(a) Borrowing Requests. To request a Revolving Borrowing, the Company (on behalf of itself or the relevant Borrower) or the relevant Borrower shall notify the Administrative Agent of such request by telephone:

(i) in the case of a Eurocurrency Borrowing by the Company or any Subsidiary Borrower, not later than 11:00 a.m., Local Time, three Business Days before the date of the proposed Borrowing; or

(ii) in the case of an ABR Borrowing by the Company or any Subsidiary Borrower, not later than 1:00 p.m., New York City time, on the date of the proposed Borrowing.

Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Company (on behalf of itself or the relevant Borrower) or the relevant Borrower.

(b) Content of Borrowing Requests. Each telephonic and written Borrowing Request shall specify the following information in compliance with Sections 2.01 and 2.02:

(i) the name of the relevant Borrower;

(ii) the aggregate amount of the requested Borrowing;

(iii) the currency of the requested Borrowing (which shall be Dollars, euro or Pounds Sterling);

(iv) the date of such Borrowing (which shall be a Business Day);

(v) in the case of a Borrowing to be denominated in Dollars, whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing;

(vi) in the case of a Revolving Eurocurrency Borrowing, the initial Interest Period therefor, which shall be a period contemplated by the definition of the term "Interest Period" and permitted under Section 2.02(d); and

(vii) the location and number of the relevant Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.07.

(c) Notice by Administrative Agent; Determination of Lender Ratable Shares. Promptly following receipt of a Borrowing Request for a Borrowing by the Company or a Subsidiary Borrower in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

(d) Failure to Elect. With respect to any Borrowing Request by the Company or any Subsidiary Borrower:

(i) in respect of a Revolving Borrowing denominated in Dollars, if no election as to the Type of such Revolving Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing; and

(ii) if no Interest Period is specified with respect to any requested Revolving Eurocurrency Borrowing, the applicable Borrower shall be deemed to have requested an ABR Borrowing.

SECTION 2.04 [Reserved].

SECTION 2.05 [Reserved].

SECTION 2.06 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, in addition to the Loans provided for herein, from time to time during the Availability Period, a Borrower may request any Issuing Lender to issue Letters of Credit denominated in Dollars or an Alternative Currency for the account of such Borrower. Each Letter of Credit shall be in such form as shall be acceptable to the Administrative Agent and the relevant Issuing Lender in its reasonable determination. Letters of Credit issued hereunder, including the Dollar Equivalent of Letters of Credit denominated in any Alternative Currency, shall constitute utilization of the Commitments.

(b) Notice of Issuance, Amendment, Renewal or Extension. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), a Borrower shall deliver by hand or facsimile (or transmit by electronic communication, if arrangements for doing so have been approved by the relevant Issuing Lender of such Letter of Credit) to such Issuing Lender and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (d) of this Section), the amount and currency of such Letter of Credit, the name of the account party (which shall be a Borrower or a Subsidiary and a Borrower as co-applicants), the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by such Issuing Lender, such Borrower also shall submit a letter of credit application on such Issuing Lender's standard form in connection with any request for a Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by a Borrower to, or entered into by a Borrower with,

any Issuing Lender relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(c) Limitations on Amounts. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the relevant Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the aggregate LC Exposure shall not exceed the LC Commitment, (ii) if denominated in any Alternative Currency, the aggregate LC Exposure in any Alternative Currency shall not exceed \$15,000,000, (iii) with respect to each Initial Issuing Lender, the sum of (x) the aggregate undrawn amount of all outstanding Letters of Credit issued by such Initial Issuing Lender plus (y) the aggregate amount of all LC Disbursements by such Initial Issuing Lender that have not yet been reimbursed by or on behalf of any Borrower at such time shall not exceed \$33,333,334 without the consent of such Initial Issuing Lender; provided that, with respect to any component of any such amount in an Alternative Currency, such amount shall be the Dollar Equivalent thereof, (iv) no Lender's Credit Exposure shall exceed its Commitment and (v) the Total Credit Exposure would not exceed the Total Commitment.

(d) Expiration Date. No Letter of Credit shall have a stated expiry date that is later than the close of business on the earlier of (i) the date twelve months after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, twelve months after the then-current expiration date of such Letter of Credit, so long as such renewal or extension occurs within three months of such then-current expiration date) and (ii) the date that is five Business Days prior to the Commitment Termination Date; provided that any Letter of Credit may contain customary automatic renewal provisions agreed upon by the applicable Borrower and the applicable Issuing Lender pursuant to which the expiration date of such Letter of Credit shall automatically be extended for a period of up to 12 months (but not to a date later than the date set forth in clause (ii) above), subject to a right on the part of such Issuing Lender to prevent any such renewal from occurring by giving notice to the beneficiary in advance of any such renewal.

(e) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) by the Issuing Lender, and without any further action on the part of the Issuing Lender of such Letter of Credit or the Lenders, the Issuing Lender hereby grants to each Lender, and each Lender hereby acquires from such Issuing Lender, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

In consideration and in furtherance of the foregoing, each relevant Lender hereby absolutely and unconditionally agrees, upon receipt of a notice as provided for in the final paragraph of Section 2.06(f), to pay to the Administrative Agent, for the account of the relevant Issuing Lender of each Letter of Credit such Lender's Applicable Percentage of the amount of each LC Disbursement, or the Dollar Equivalent of the amount of each LC Disbursement made in an Alternative Currency, made by such Issuing Lender promptly upon the request of such Issuing Lender at any time from the time of such LC Disbursement until such LC Disbursement is reimbursed by the relevant Borrower or at any time after any reimbursement payment is required to be refunded to such Borrower for any reason. Such payment

shall be made without any offset, abatement, withholding or reduction whatsoever. Each such payment shall be made in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the relevant Issuing Lender the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the relevant Borrower pursuant to the next following paragraph, the Administrative Agent shall distribute such payment to such Issuing Lender or, to the extent that the Lenders have made payments pursuant to this paragraph to reimburse such Issuing Lender, then to such Lenders and such Issuing Lender as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse an Issuing Lender for any LC Disbursement shall not constitute a Loan and shall not relieve the relevant Borrower of its obligation to reimburse such LC Disbursement.

(f) Reimbursement. If an Issuing Lender shall make any LC Disbursement in respect of a Letter of Credit, the relevant Borrower shall reimburse such Issuing Lender in respect of such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 12:00 noon, New York City time, on (i) the Business Day that the relevant Borrower receives notice that such LC Disbursement has been made, if such notice is received prior to 10:00 a.m., New York City time, or (ii) the Business Day immediately following the day that the relevant Borrower receives such notice, if such notice is not received prior to such time; provided that the relevant Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with all or any portion of a Revolving ABR Borrowing in an amount permitted under Section 2.02(c) (in the event that such LC Disbursement was made in an Alternative Currency, such Borrowing Request shall be for the Dollar Equivalent of the amount of such LC Disbursement) and, to the extent so financed, the relevant Borrower's obligation to make such payment shall be discharged and replaced by the resulting Revolving ABR Borrowing (or the applicable portion thereof). Each such payment shall be made to the Issuing Lender in the currency in which such Letter of Credit is denominated (except that, in the case of any Letter of Credit denominated in an Alternative Currency, in the event that such payment is not made to the Issuing Lender within three Business Days of the date of receipt by the relevant Borrower of such notice, upon notice by the Issuing Lender to the Borrower, such payment shall be made in Dollars, in an amount equal to the Dollar Equivalent of the amount of such payment) and in immediately available funds. Any conversion by the Issuing Lender of any payment to be made by a Borrower in respect of any Letter of Credit denominated in an Alternative Currency into Dollars in accordance with this Section 2.06(f) shall be conclusive and binding upon such Borrower and the Lenders in the absence of manifest error; provided that upon the request of any Lender, the Issuing Lender shall provide to such Lender a certificate including reasonably detailed information as to the calculation of such conversion. If a Borrower's reimbursement of, or obligation to reimburse, any amounts in any Alternative Currency would subject the Administrative Agent, the applicable Issuing Lender or any Lender to any duty, charge or stamp duty, ad valorem charge or similar tax that would not be payable if such reimbursement were made or required to be made in Dollars, the Borrower shall pay the amount of any such duty, charge or tax requested by the Administrative Agent, the relevant Issuing Lender or Lender.

If any Borrower fails to make payment when due in respect of any LC Disbursement relating to a Letter of Credit issued for its account, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from such Borrower and such Lender's Applicable Percentage thereof.

(g) Obligations Absolute. Each Borrower's obligations to reimburse LC Disbursements as provided in Section 2.06(f) shall be absolute, unconditional and irrevocable, and

shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by any Issuing Lender under a Letter of Credit against presentation of a draft or other document that does not comply strictly with the terms of such Letter of Credit, (iv) at any time or from time to time, without notice to any Borrower or any other Person, the time for any performance of or compliance with any of such reimbursement obligations of any other Borrower shall be waived, extended or renewed, (v) any of such reimbursement obligations of any other Borrower shall be amended or otherwise modified in any respect, or the Guarantee of any of such reimbursement obligations or any security therefor shall be released, substituted or exchanged in whole or in part or otherwise dealt with, (vi) any lien or security interest granted to, or in favor of, the Administrative Agent or any of the Lenders as security for any of such reimbursement obligations shall fail to be perfected, (vii) the occurrence of any Default, (viii) the existence of any proceedings of the type described in Section 7(g) or (h) with respect to any other Loan Party, (ix) any lack of validity or enforceability of any of such reimbursement obligations against any other Loan Party, or (x) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the obligations of any Borrower hereunder.

Neither the Administrative Agent, the Lenders nor the Issuing Lenders, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit by the Issuing Lender thereof or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Lender of such Letter of Credit; provided that the foregoing shall not be construed to excuse such Issuing Lender from liability to any Borrower or to any Lender which has funded its participation hereunder in such Letter of Credit to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Loan Parties and the Lenders to the extent permitted by applicable law) suffered by any Borrower or any such Lender, as the case may be, that are caused by such Issuing Lender's failure to exercise the standard of care agreed hereunder to be applicable when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that such standard of care shall be as follows, and that such Issuing Lender shall be deemed to have exercised such standard of care in the absence of gross negligence or willful misconduct on its part (as determined by a court of competent jurisdiction by final and nonappealable judgment):

(i) an Issuing Lender of a Letter of Credit may accept documents that appear on their face to be in substantial compliance with the terms of such Letter of Credit without responsibility for further investigation, regardless of any notice or information to the contrary, and may make payment upon presentation of documents that appear on their face to be in substantial compliance with the terms of such Letter of Credit; and

(ii) an Issuing Lender of a Letter of Credit shall have the right, in its sole discretion, to decline to accept such documents and to make such payment if such documents are not in strict compliance with the terms of such Letter of Credit.

(h) Disbursement Procedures. Upon presentation of documents with respect to a demand for payment under a Letter of Credit, each Issuing Lender in respect of such Letter of Credit shall (i) promptly notify the Administrative Agent, the Company and (if different) the relevant Borrower by telephone (confirmed by facsimile) of such demand for payment, (ii) promptly following its receipt of such documents, examine all documents purporting to represent a demand for payment under a Letter of Credit and (iii) promptly after such examination notify the Administrative Agent, the Company and (if different) the relevant Borrower by telephone (confirmed by facsimile) whether the Issuing Lender has made or will make an LC Disbursement under such Letter of Credit; provided that any failure to give or delay in giving any such notice shall not relieve such Borrower of its obligation to reimburse such Issuing Lender and the Lenders with respect to any such LC Disbursement.

(i) Interim Interest. If any Issuing Lender shall make any LC Disbursement, then, unless the relevant Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to, but excluding, the date that such Borrower reimburses such LC Disbursement, (i) in the case of LC Disbursements made in Dollars, at the rate per annum then applicable to Revolving ABR Loans and (ii) in the case of LC Disbursements made in an Alternative Currency, at the overnight London interbank offered rate for the relevant Alternative Currency determined by the Administrative Agent in good faith plus the Applicable Rate per annum then applicable to Eurocurrency Borrowings; provided that, if such Borrower fails to reimburse such LC Disbursement when due pursuant to Section 2.06(f), then Section 2.13(c) shall apply. In the case of LC Disbursements made in an Alternative Currency, the amount of interest due with respect thereto shall be payable in the applicable Alternative Currency; provided that, if the Borrower's payment obligation with respect to an LC Disbursement made in an Alternative Currency has been converted pursuant to Section 2.06(f) into an obligation to pay the Dollar Equivalent of such amount, then interest payable thereon shall be payable in Dollars in the amount equal to the Dollar Equivalent thereof. Interest accrued pursuant to this paragraph shall be for the account of such Issuing Lender, except that interest accrued on and after the date of payment by any Lender pursuant to Section 2.06(e) to reimburse such Issuing Lender shall be for the account of such Lender to the extent of such payment.

(j) Additional Issuing Lenders; Termination of Issuing Lenders. An Issuing Lender may be added, or an existing Issuing Lender may be terminated, under this Agreement at any time by written agreement between the Company, the Administrative Agent and the relevant Issuing Lender. The Administrative Agent shall notify the Lenders of any such addition or termination. At the time any such termination shall become effective, the Borrowers shall pay all unpaid fees accrued for the account of the Issuing Lender being terminated pursuant to Section 2.12(b)(i). From and after the effective date of any such addition, the new Issuing Lender shall have all the rights and obligations of an Issuing Lender under this Agreement with respect to Letters of Credit to be issued thereafter. References herein to the term "Issuing Lender" shall be deemed to refer to each new Issuing Lender or to any previous Issuing Lender, or to such new Issuing Lender and all previous Issuing Lenders, as the context shall require. After the termination of an Issuing Lender hereunder, the terminated Issuing Lender shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Lender under this Agreement with respect to any outstanding Letters of Credit issued by it prior to such termination, but shall not be required to issue any new Letters of Credit or to renew or extend any such outstanding Letters of Credit.

(k) Cash Collateralization. If (i) an Event of Default shall have occurred and be continuing and the Company receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposure representing more than

50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph or (ii) any of the other provisions of this Agreement require cash collateralization, the Company shall immediately deposit into an account established and maintained on the books and records of the Administrative Agent, which account may be a “securities account” (within the meaning of Section 8-501 of the Uniform Commercial Code as in effect in the State of New York), in the name of the Administrative Agent and for the benefit of the Credit Parties (the “LC Collateral Account”), an amount in immediately available funds in Dollars equal to 105% of the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such amount shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default described in clause (h) or (i) of Article VII ; provided, further, that the portions of such amount attributable to undrawn Letters of Credit issued in an Alternative Currency shall be deposited in the relevant Alternative Currency. Such deposits shall be held by the Administrative Agent as collateral for the LC Exposure under this Agreement and for the payment and performance of the Obligations, and for this purpose the Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the LC Collateral Account and each Borrower hereby grants a security interest to the Administrative Agent for the benefit of the Credit Parties in the LC Collateral Account and in any financial assets (as defined in the Uniform Commercial Code) or other property held therein. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent (in accordance with its usual and customary practices for investments of this type) and at the Borrower’s risk and reasonable expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in the LC Collateral Account. Moneys and financial assets in the LC Collateral Account shall be applied by the Administrative Agent to reimburse the applicable Issuing Lender for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposure representing more than 50% of the total LC Exposure), be applied to satisfy other Obligations. The Administrative Agent shall cause all such cash collateral (to the extent not applied as aforesaid) to be returned to the Company within three Business Days after (A) in the case of clause (i) above, the applicable Event of Default shall have been cured or waived (so long as no other Event of Default has occurred and is continuing at such time) or (B) in the case of clause (ii) above, such cash collateral shall no longer be required pursuant to the applicable provision hereof.

(l) Existing Letters of Credit. Each of the letters of credit listed on Schedule 2.06(l) shall automatically, and without any action on the part of any Person, be deemed a Letter of Credit issued and continued hereunder as of the Effective Date.

(m) Dollar Equivalent Determination. The Administrative Agent shall determine the Dollar Equivalent of the LC Exposure with respect to Letters of Credit denominated in an Alternative Currency as of the end of each fiscal quarter of the relevant Borrower. If after giving effect to any such determination of the Dollar Equivalent of such LC Exposure, the LC Exposure exceeds 105% of the LC Commitment, the Borrowers shall, within five Business Days of receipt of notice thereof from the Administrative Agent setting forth such calculation in reasonable detail, deposit cash collateral in the LC Collateral Account pursuant to Section 2.06 in an amount equal to such excess.

(n) Reporting. Unless otherwise requested by the Administrative Agent, each Issuing Lender shall (i) provide to the Administrative Agent copies of any notice received from any Borrower pursuant to Section 2.06(b) no later than the Business Day after receipt thereof and (ii) report

in writing to the Administrative Agent (A) on the first Business Day of each week, the activity for each day during the immediately preceding week in respect of Letters of Credit issued by it, including all issuances, extensions, amendments and renewals, all expirations and cancellations and all disbursements and reimbursements, (B) on or prior to each Business Day on which such Issuing Lender expects to issue, amend, renew or extend any Letter of Credit, the date of such issuance, amendment, renewal or extension, whether such Letter of Credit is a trade, financial or performance Letter of Credit, and the aggregate face amount of the Letters of Credit to be issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amount thereof changed), and no Issuing Lender shall be permitted to issue, amend, renew or extend such Letter of Credit without first obtaining written confirmation from the Administrative Agent that such issuance, amendment, renewal or extension is then permitted by the terms of this Agreement, (C) on each Business Day on which such Issuing Lender makes any LC Disbursement, the date of such LC Disbursement and the amount and currency of such LC Disbursement and (D) on any other Business Day, such other information as the Administrative Agent shall reasonably request, including but not limited to prompt verification of such information as may be requested by the Administrative Agent.

SECTION 2.07 Funding of Borrowings.

(a) Funding by Lenders. Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by (x) 2:00 p.m., New York City time, in the case of Dollar Loans and (y) 12:00 noon, London time, in the case of Alternative Currency Loans, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the relevant Borrower by promptly crediting the amounts so received, in like funds, to an account of such Borrower designated by such Borrower in the applicable Borrowing Request; provided that Revolving ABR Borrowings made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(f) shall be remitted by the Administrative Agent to the relevant Issuing Lender.

(b) Presumption by the Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the relevant Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the relevant Lender and the Borrowers agree (jointly and severally with each other Borrower, but severally and not jointly with the applicable Lenders) to 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 such Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the Federal Funds Effective Rate (in the case of amounts denominated in Dollars) or the Adjusted Eurocurrency Rate (in the case of amounts denominated in an Alternative Currency) or (ii) in the case of such Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. With respect to any share of a Borrowing not made available by a Lender as contemplated above, if such Lender subsequently pays its share of such Borrowing to the Administrative Agent, then the Administrative Agent shall promptly repay any corresponding amount paid by the relevant Borrower to the Administrative Agent as provided in this paragraph (including interest thereon to the extent received by the Administrative Agent); provided that such repayment to

such Borrower shall not operate as a waiver or any abandonment of any rights or remedies of such Borrower with respect to such Lender.

SECTION 2.08 Interest Elections.

(a) Elections by the Borrowers for Revolving Borrowings The Loans constituting each Revolving Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Revolving Eurocurrency Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the relevant Borrower may elect to convert such Borrowing to a Borrowing of a different Type or to continue such Borrowing as a Borrowing of the same Type and, in the case of a Revolving Eurocurrency Borrowing, may elect the Interest Period therefor, all as provided in this Section; provided that only Eurocurrency Borrowings which are Dollar Loans may be converted into an ABR Borrowings. A Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the relevant Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) Notice of Elections. To make an election pursuant to this Section, the Company (on behalf of itself or the relevant Borrower) or the relevant Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if such Borrower were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Company (on behalf of itself or the relevant Borrower) or the relevant Borrower.

(c) Content of Interest Election Requests. Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrower and the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) of this paragraph shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) in the case of a Borrowing to be denominated in Dollars, whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

(iv) if the resulting Borrowing is a Eurocurrency Borrowing, the Interest Period therefor after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period" and permitted under Section 2.02(d).

If any such Interest Election Request requests a Eurocurrency Borrowing but does not specify an Interest Period, then the Borrowers shall be deemed to have requested an Interest Period of one month's duration.

(d) Notice by the Administrative Agent to the Lenders. Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) Failure to Elect; Events of Default. If the Company or the relevant Subsidiary Borrower fails to deliver a timely and complete Interest Election Request with respect to a Revolving Eurocurrency Borrowing by a Borrower prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing (i) in the case of Dollar Loans, shall be converted to an ABR Borrowing and (ii) in the case of Alternative Currency Loans, shall be automatically continued as Eurocurrency Loans with an Interest Period of one month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Company and the relevant Borrower, then, so long as an Event of Default is continuing (A) no outstanding Revolving Borrowing denominated in Dollars may be converted to or continued as a Revolving Eurocurrency Borrowing and (B) unless repaid, each Revolving Eurocurrency Borrowing denominated in Dollars shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.09 Termination and Reduction of the Commitments.

(a) Scheduled Termination. Unless previously terminated, the Commitments shall terminate on the Commitment Termination Date.

(b) Voluntary Termination or Reduction. The Company may at any time terminate, or from time to time reduce, the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is \$25,000,000 or a larger multiple of \$5,000,000; and (ii) the Company shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 2.11, (x) the Total Credit Exposure would exceed the Total Commitment or (y) any Lender's Credit Exposure would exceed such Lender's Commitment.

(c) Notice of Voluntary Termination or Reduction. The Company shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Company pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Company may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

(d) Effect of Termination or Reduction. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

SECTION 2.10 Repayment of Loans; Evidence of Debt

(a) Repayment. The Borrowers hereby unconditionally promise to pay to the Administrative Agent for the account of the Lenders the outstanding principal amount of the Revolving Loans in the currency in which such Loans were made on the Commitment Termination Date.

(b) [Reserved].

(c) Maintenance of Records by Lenders. Each Lender shall maintain in accordance with its usual practice records evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender to such Borrower, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) Maintenance of Records by the Administrative Agent. The Administrative Agent shall maintain records in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and each Interest Period therefor, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the relevant Lenders and each such Lender's share thereof.

(e) Effect of Entries. The entries made in the records maintained pursuant to paragraph (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such records or any error therein shall not in any manner affect the obligation of the relevant Borrower to repay the Loans made to such Borrower in accordance with the terms of this Agreement.

(f) Promissory Notes. Any Lender may request that Loans made by it to any Borrower be evidenced by a promissory note. In such event, the relevant Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns and in a form approved by the Administrative Agent. Thereafter, the Loans to such Borrower evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.04) be represented by one or more promissory notes in such form payable to such payee and its registered assigns.

SECTION 2.11 Prepayment of Loans.

(a) Optional Prepayments. Each Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to the requirements of this Section.

(b) Mandatory Prepayments. If (i) on any Calculation Date the Total Credit Exposure exceeds 105% of the Total Commitment or (ii) on the last day of any Interest Period the Total Credit Exposure exceeds the Total Commitment, then, in each case of clause (i) or (ii), the Borrowers shall, within three Business Days of receipt of notice thereof from the Administrative Agent, prepay Loans in an amount such that, after giving effect thereto, the Total Credit Exposure does not exceed the Total Commitment; provided that any such prepayment shall be accompanied by accrued interest to the extent required by Section 2.13 but shall be without premium or penalty of any kind (other than any payments required under Section 2.16); provided, further, that if the aggregate principal amount of Revolving Loans then outstanding (calculated using the Dollar Equivalent of any Borrowing denominated in an Alternative Currency) is less than the amount of such excess (because LC Exposure constitutes a portion thereof), the Borrowers shall, to the extent of the balance of such excess, deposit an amount in cash in the LC Collateral Account. If the Borrowers are required to provide (and have provided the required amount of) cash collateral pursuant to this Section 2.11(b) and such excess is subsequently reduced, cash collateral in an amount equal to the lesser of (x) any such reduction and (b) the amount of such cash collateral (to the extent not applied as set forth in Section 2.06(k)) shall be returned to the Borrowers within two Business Days after any such reduction.

(c) All such amounts pursuant to Section 2.11(b) shall be applied to prepay the Revolving Loans without a corresponding reduction in the Total Commitment and to cash collateralize outstanding LC Exposure.

(d) Notices, Etc. The Company shall notify the Administrative Agent by telephone (confirmed by facsimile) of any prepayment hereunder:

(i) in the case of prepayment of a Revolving Eurocurrency Borrowing, not later than 11:00 a.m., Local Time, three Business Days before the date of prepayment; or

(ii) in the case of prepayment of an ABR Borrowing, not later than 9:00 a.m., New York City time, on the date of prepayment.

Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of a Borrowing of the same Type as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13 and shall be made in the manner specified in Section 2.18(a).

SECTION 2.12 Fees.

(a) Facility Fee. The Borrowers agree to pay to the Administrative Agent for the account of each Lender a facility fee, which shall accrue at the Applicable Facility Fee Rate on the average daily amount of the Commitment of such Lender during the period from and including the Effective Date to but excluding the Commitment Termination Date. Accrued facility fees shall be payable in arrears on each Quarterly Date and on the Commitment Termination Date, commencing on the first such date to occur after the date hereof. All facility fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Letter of Credit Fees. The Company agrees to pay to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Rate applicable to Eurocurrency Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure.

(i) The relevant Borrower with respect to each Letter of Credit agrees to pay to the Issuing Lender of such Letter of Credit (A) a fronting fee, which shall accrue at a rate per annum as agreed separately between the Company and the relevant Issuing Lender, of the average daily amount of the LC Exposure with respect to such Letter of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the date of issuance of such Letter of Credit to but excluding the date on which there ceases to be any

such LC Exposure under such Letter of Credit and (B) such Issuing Lender's standard fees with respect to the issuance, amendment, renewal or extension of such Letter of Credit or processing of drawings thereunder.

(ii) Participation fees and fronting fees accrued through and including the last day of each calendar quarter shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Lender pursuant to clause (B) of paragraph (b)(i) above shall be payable at the times separately agreed upon between the Company or the relevant Borrower and such Issuing Lender or otherwise within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Administrative Agent Fees. The Company agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Company and the Administrative Agent.

(d) Payment of Fees. All fees payable hereunder shall be paid on the dates due, in Dollars and immediately available funds, to the Administrative Agent (or to the relevant Issuing Lender, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders entitled thereto. Fees paid shall not be refundable under any circumstances.

SECTION 2.13 Interest.

(a) ABR Loans. The Loans constituting each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Rate.

(b) Eurocurrency Loans. The Loans comprising each Eurocurrency Borrowing shall bear interest at a rate per annum equal to the Adjusted Eurocurrency Rate for the Interest Period in effect for such Borrowing for the relevant currency plus the Applicable Rate.

(c) Default Interest. Notwithstanding the foregoing, (1) if any principal of or interest on any Dollar Loan or any fee or other amount payable by any Borrower hereunder in Dollars is not paid when due, whether at stated maturity, upon acceleration, by mandatory prepayment or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided above or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section and (2) if any principal of or interest on any Alternative Currency Loan or any fee or other amount payable by any Borrower hereunder in any Alternative Currency is not paid when due, whether at stated maturity, upon acceleration, by mandatory prepayment or otherwise, such overdue amount shall bear interest, after as well as before judgement, at a rate per annum equal to 2% plus the rate otherwise applicable to such Alternative Currency Loans.

(d) Payment of Interest. Accrued interest on each Loan shall be payable in arrears, in the currency such Loan was made, on each Interest Payment Date for such Loan and upon termination of the Commitments; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of a Revolving ABR Loan prior to the Commitment Termination Date), accrued interest on

the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Revolving Eurocurrency Borrowing prior to the end of the current Interest Period therefor, accrued interest on such Borrowing shall be payable on the effective date of such conversion.

(e) Computation. All interest hereunder shall be computed on the basis of a year of 360 days, except that (i) interest in respect of Loans denominated in Pounds Sterling shall be computed on the basis of a year of 365 days and (ii) interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted Eurocurrency Rate or Eurocurrency Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.14 Alternate Rate of Interest. If prior to the commencement of any Interest Period for any Eurocurrency Borrowing in any currency:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) adequate and reasonable means do not exist for ascertaining the Eurocurrency Rate or the Adjusted Eurocurrency Rate for such Borrowing in such currency for such Interest Period or (ii) the making of any Eurocurrency Borrowing would be illegal or conflict with any Requirement of Law;

(b) the Administrative Agent is advised by the Required Lenders that the Eurocurrency Rate or the Adjusted Eurocurrency Rate with respect to such Borrowing in such currency for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their respective Loans (or its Loan) included in such Borrowing in such currency for such Interest Period; or

(c) the Administrative Agent determines (which determination shall be conclusive and binding upon the Borrowers) that deposits in the applicable currency are not generally available, or cannot be obtained by the Lenders, in the applicable market (any Alternative Currency affected by the circumstances described in Section 2.14(a) or (b) is referred to as an "Affected Foreign Currency");

then the Administrative Agent shall give notice thereof to the Company and the Lenders by telephone or facsimile as promptly as practicable thereafter and, until the Administrative Agent notifies the Company and the Lenders that the circumstances giving rise to such notice no longer exist, if the foregoing circumstances affect Dollar Loans, (i) any Interest Election Request that requests the conversion of any Revolving Borrowing denominated in Dollars to, or the continuation of any Revolving Borrowing denominated in Dollars as, a Revolving Eurocurrency Borrowing shall be ineffective and such Revolving Borrowing (unless prepaid) shall be continued as, or converted to, a Revolving ABR Borrowing, (ii) if any Borrowing Request requests a Revolving Eurocurrency Borrowing denominated in Dollars, such Borrowing shall be made as a Revolving ABR Borrowing. Until such relevant notice has been withdrawn by the Administrative Agent, no further Eurocurrency Loans in an Affected Foreign Currency shall be made or continued as such, nor shall the applicable Borrower have the right to convert ABR Loans to Eurocurrency Loans, to the extent such Eurocurrency Loan is denominated in an Affected Foreign Currency.

SECTION 2.15 Increased Costs.

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

(i) subject any Lender or any Issuing Lender to any Taxes (other than (A) Indemnified Taxes covered by Section 2.17 and (B) Excluded Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

(ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted Eurocurrency Rate) or any Issuing Lender; or

(iii) impose on any Lender or any Issuing Lender or the London interbank market any other condition (other than Taxes) affecting this Agreement or Eurocurrency Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lenders of making or maintaining any Eurocurrency Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or such Issuing Lender of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or such Issuing Lender hereunder (whether of principal, interest or otherwise), then the Company will pay to such Lender or such Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Lender, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or any Issuing Lender determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Lender's capital or on the capital of such Lender's or such Issuing Lender's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Lender, to a level below that which such Lender or such Issuing Lender or such Lender's or such Issuing Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Lender's policies and the policies of such Lender's or such Issuing Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Company will pay to such Lender or such Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Lender or such Lender's or such Issuing Lender's holding company for any such reduction suffered.

(c) Certificates from Lenders. A certificate of a Lender or an Issuing Lender setting forth the amount or amounts necessary to compensate such Lender or such Issuing Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Company and shall be conclusive absent manifest error. The Company shall pay such Lender or such Issuing Lender, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or any Issuing Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Lender's right to demand such compensation; provided that the Company shall not be

required to compensate a Lender or an Issuing Lender pursuant to this Section for any increased costs or reductions incurred more than six months prior to the date that such Lender or such Issuing Lender, as the case may be, notifies the Company of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof.

(e) Dodd-Frank Act; Basel III. Notwithstanding anything herein to the contrary, (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith or in implementation thereof shall, in each case, be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

(f) If by reason of any change in a Requirement of Law subsequent to the Effective Date, disruption of currency or foreign exchange markets, war or civil disturbance or similar event, the funding of any Alternative Currency Loan in any currency or the funding of any Alternative Currency Loan in any currency to an office located other than in New York shall be impossible or such currency is no longer available or readily convertible to Dollars, or the Dollar Equivalent of such currency is no longer readily calculable, then, at the election of the Administrative Agent, for so long as such condition shall continue in effect, no Alternative Currency Loans in the applicable currency shall be made or any Alternative Currency Loan in the relevant currency shall be made to an office of the Administrative Agent located in New York, as the case may be.

(g) (i) If payment in respect of any Alternative Currency Loan shall be due in a currency other than Dollars and/or at a place of payment other than New York and if, by reason of any change in a Requirement of Law subsequent to the Effective Date, disruption of currency or foreign exchange markets, war or civil disturbance or similar event, payment of such Obligations in such currency or such place of payment shall be impossible or, in the reasonable judgment of the Administrative Agent, such currency is no longer available or readily convertible to Dollars, or the Dollar Equivalent of such currency is no longer readily calculable, then, at the election of any affected Lender, the Borrower shall make payment of such Loan in Dollars (based upon the Exchange Rate in effect for the day on which such payment occurs, as determined by the Administrative Agent in accordance with the terms hereof) and/or in New York or (ii) if any Alternative Currency in which Loans are outstanding is redenominated then, at the election of any affected Lender, such affected Loan and all obligations of the applicable Borrower in respect thereof shall be converted into obligations in Dollars (based upon the Exchange Rate in effect on such date, as determined by the Administrative Agent in accordance with the terms hereof), and, in each case, the Borrower shall indemnify the Lenders, against any currency exchange losses or reasonable out-of-pocket expenses that it shall sustain as a result of such alternative payment.

SECTION 2.16 Break Funding Payments. In the event of (a) the payment of any principal of any Eurocurrency Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Revolving Eurocurrency Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurocurrency Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice is permitted to be revocable under Section 2.11(d) and is revoked in

accordance therewith) or (d) the assignment as a result of a request by the Company pursuant to Section 2.19(b) of any Revolving Eurocurrency Loan other than on the last day of the Interest Period applicable thereto, then, the Company shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurocurrency Loan, such loss, cost or expense to any Lender attributable to any such event shall be deemed to include an amount determined by such Lender to be equal to the excess, if any, of (i) the amount of interest that such Lender would pay for a deposit equal to the principal amount of such Loan for the period from the date of such payment, conversion, failure or assignment to the last day of the then current Interest Period for such Loan (or, in the case of a failure to borrow, convert or continue, the duration of the Interest Period that would have resulted from such borrowing, conversion or continuation) if the interest rate payable on such deposit were equal to the Adjusted Eurocurrency Rate for such Interest Period, over (ii) the amount of interest that such Lender would earn on such principal amount for such period if such Lender were to invest such principal amount for such period at the interest rate that would be bid by such Lender (or an Affiliate of such Lender) for deposits denominated in Dollars from other banks in the eurocurrency market at the commencement of such period. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Company and shall be conclusive absent manifest error. The Company shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.17 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes except as required by applicable law; provided that if any Taxes are required to be withheld or deducted from such payments, then (i) if such Taxes are Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, a Lender (or with respect to a Lender treated as a partnership for U.S. federal income tax purposes its direct or indirect partners) or an Issuing Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) such withholding agent shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes. In addition, the Loan Parties shall timely pay, or at the option of the Administrative Agent, timely reimburse it for the payment of, any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Indemnification of the Administrative Agent and the Lenders. Without duplication of the obligations of each Loan Party pursuant to Section 2.17(a) or (b), each Loan Party shall indemnify the Administrative Agent, each Lender and each Issuing Lender, within 30 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent, such Lender or such Issuing Lender, as the case may be, and any penalties, interest and reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority, in each case on or with respect to payments by or on account of any obligations of any Loan Party hereunder or under any other Loan Document. A certificate as to the amount of such payment or

liability delivered to any Loan Party by a Lender or an Issuing Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender or an Issuing Lender, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by a Loan Party to a Governmental Authority pursuant to this Section, such Loan Party shall deliver to the Administrative Agent for its own account, the account of the relevant Lender or the relevant Issuing Lender, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Indemnification of the Administrative Agent and the Loan Parties. Each Lender and Issuing Lender shall, within 30 days after demand therefor, indemnify (i) the Administrative Agent for the full amount of any Taxes attributable to such Lender and any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.04(c) relating to the maintenance of a Participant Register, and (ii) each of the Loan Parties for the full amount of any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent or such Loan Party, as the case may be, in connection with any Loan Document, and reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender and Issuing Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or Issuing Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender or Issuing Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Status of Lenders. Any Lender that is entitled to an exemption from or reduction of any applicable withholding tax with respect to payments hereunder or under any other Loan Document shall deliver to the relevant Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by a Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, in the case of any withholding tax other than U.S. federal withholding tax, the completion, execution and submission of such forms shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

Without limiting the generality of the foregoing,

(i) any Lender that is a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrowers and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of a Borrower or the Administrative Agent), duly completed copies of IRS Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding tax;

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

(A) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor form) claiming eligibility for benefits of an income tax treaty to which the United States of America is a party,

(B) duly completed copies of Internal Revenue Service Form W-8ECI or IRS Form W-8EXP (or any successor form),

(C) in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that (i) such Non-U.S. Lender is not (A) a “bank” within the meaning of section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of any Borrower within the meaning of section 881(c)(3)(B) of the Code, and (C) a “controlled foreign corporation” described in section 881(c)(3)(C) of the Code, and (ii) the interest payments in question are not effectively connected with the United States trade or business conducted by such Lender (a “U.S. Tax Compliance Certificate”) and (y) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor form),

(D) to the extent a Non-U.S. Lender is not the beneficial owner (for example, where the Non-U.S. Lender is a partnership or participating Lender granting a typical participation), an Internal Revenue Service Form W-8IMY (or any successor form), accompanied by a Form W-8ECI, W-8BEN or W-8BEN-E (or any successor form), U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that, if the Non-U.S. Lender is a partnership (and not a participating Lender) and one or more beneficial owners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of each such beneficial owner, or

(E) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made; and

(iii) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrowers and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by a Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such

additional documentation reasonably requested by a Borrower or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.17(f), the term "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

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

In the event the Administrative Agent, any Issuing Lender or any Lender shall become subject to Taxes because of its failure to deliver a form required under this Section, the Company (and, if applicable, the relevant Loan Party) shall take such steps as the Administrative Agent, such Issuing Lender or such Lender, as the case may be, shall reasonably request to assist it to recover such Taxes; provided that, in the reasonable judgment of the Company (or such Loan Party), such steps shall not subject the Company (or such Loan Party) to any unreimbursed cost or expense and would not otherwise be disadvantageous to the Company (or such Loan Party) in any material respect.

Solely for purposes of determining withholding Taxes imposed under FATCA, from and after the Effective Date, the Borrowers and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Loan as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(g) Refunds. If the Administrative Agent, a Lender or an Issuing Lender determines, in its sole discretion, that it has received a refund of any Indemnified Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section, it shall pay over such refund to such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent, such Lender or such Issuing Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that such Loan Party, upon the request of the Administrative Agent, such Lender or such Issuing Lender, agrees to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or such Issuing Lender in the event the Administrative Agent, such Lender or such Issuing Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the Administrative Agent, such Lender or such Issuing Lender be required to pay any amount to a Loan Party pursuant to this paragraph (g) the payment of which would place the Administrative Agent, such Lender or such Issuing Lender in a less favorable net after-Tax position than the Administrative Agent, such Lender or such Issuing Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section shall not be construed to require the Administrative Agent, any Lender or any Issuing Lender to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(h) Survival. The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

SECTION 2.18 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Payments by Loan Parties.

(i) Each Loan Party shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or under Section 2.15, 2.16 or 2.17, or otherwise) or under any other Loan Document (except to the extent otherwise provided therein) on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after 12:00 noon, Local Time on any such due date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at the Administrative Agent's Account, except as otherwise expressly provided in the relevant Loan Document and except payments to be made directly to an Issuing Lender as expressly provided herein and payments pursuant to Sections 2.15, 2.16, 2.17 and 10.03, which shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(ii) Prior to any repayment of any Borrowings hereunder (other than the repayment in full of all outstanding Borrowings on the scheduled date of such repayment), the Borrowers shall select the Borrowing or Borrowings to be paid and shall notify the Administrative Agent by telephone (confirmed by facsimile) of such selection not later than 11:00 a.m., Local Time, three Business Days before the scheduled date of such repayment; provided that each repayment of Borrowings denominated in Dollars shall be applied to repay any outstanding ABR Borrowings before any other Borrowings. If a Borrower fails to make a timely selection of the Borrowing or Borrowings to be repaid (in accordance with the immediately preceding sentence) or prepaid (in accordance with Section 2.11(d)), such payment shall be applied, first, to pay any outstanding ABR Borrowings and, second, to other Borrowings in the order of the remaining duration of their respective Interest Periods (the Borrowing with the shortest remaining Interest Period to be repaid first). Each repayment or prepayment of a Revolving Borrowing shall be applied ratably to the Loans included in such Borrowing.

(iii) All amounts owing under this Agreement are payable in Dollars, except as expressly provided for herein.

(b) [reserved].

(c) Pro Rata Treatment. Except to the extent otherwise provided herein: (i) subject to Section 2.03(c), each Revolving Borrowing shall be made from the relevant Lenders and each termination or reduction of the amount of the Commitments under Section 2.09 shall be applied to the respective Commitments of the Lenders, pro rata according to the amounts of their respective Commitments; (ii) each Revolving Borrowing shall be allocated pro rata among the relevant Lenders to such Borrower according to the amounts of their respective Commitments (in the case of the making of Revolving Loans) or their respective Loans that are to be included in such Borrowing (in the case of conversions and continuations of Loans); (iii) each payment or prepayment of principal of Revolving Loans by a Borrower shall be made for the account of the relevant Lenders pro rata in accordance with

the respective unpaid principal amounts of the Revolving Loans made to such Borrower held by them; (iv) each payment of interest on Revolving Loans by a Borrower shall be made for the account of the relevant Lenders pro rata in accordance with the amounts of interest on such Loans then due and payable to the respective Lenders and (v) each payment of facility fees under Section 2.12 shall be made for the account of the Lenders pro rata in accordance with the amounts of facility fees then due and payable to the respective Lenders.

(d) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans and participations in LC Disbursements and accrued interest thereon then due than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Revolving Loans and participations in LC Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans and participations in LC Disbursements; provided that (i) 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, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to any Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(e) Presumptions of Payment. Unless the Administrative Agent shall have received notice from the Company or the relevant Borrower prior to the date on which any payment is due to the Administrative Agent for the account of a Lender or an Issuing Lender hereunder that the Company, such Borrower as the case may be, will not make such payment, the Administrative Agent may assume that the Company or such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to such Lender or such Issuing Lender, as the case may be, the amount due. In such event, if the Company or such Borrower has not in fact made such payment, then each of the relevant Lenders or the relevant Issuing Lender, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing 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 the Federal Funds Effective Rate (in the case of amounts denominated in Dollars) or the Adjusted Eurocurrency Rate (in the case of amounts denominated in an Alternative Currency) .

(f) Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.06(e), 2.07(a) or 2.18(e), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

SECTION 2.19 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender or any Issuing Lender requests compensation under Section 2.15, or if any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender or any Issuing Lender pursuant to Section 2.17, then such Lender or such Issuing Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans, LC Disbursements or participations in LC Disbursements hereunder (as applicable) or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender or such Issuing Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender or such Issuing Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or such Issuing Lender; provided that, upon any such change in any lending office or assignment, such Lender or such Issuing Lender shall provide or cause to be delivered to the Administrative Agent and the Company (and, if applicable, the relevant Subsidiary Borrower) the appropriate forms specified in and to the extent by Section 2.17. The Company hereby agrees to pay all reasonable costs and expenses incurred by any Lender or any Issuing Lender in connection with any such designation or assignment.

(b) Replacement of Lenders or Issuing Lenders. If any Lender or any Issuing Lender requests compensation under Section 2.15, if any Borrower is required to pay any additional amount to any Lender, any Issuing Lender or any Governmental Authority for the account of any Lender or any Issuing Lender pursuant to Section 2.17 or if any Lender becomes a Defaulting Lender or a Non-Extending Lender, then the Company may, at its sole expense and effort, require such Lender or such Issuing Lender (each a “Departing Lender”), upon notice to such Departing Lender and the Administrative Agent, to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender or another Issuing Lender, if a Lender or Issuing Lender accepts such assignment); provided that (i) the Company shall have received the prior written consent of the Administrative Agent and each Issuing Lender (which consent in each case shall not unreasonably be withheld), (ii) the Departing Lender shall have received payment of an amount equal to the outstanding principal of its Loans, LC Disbursements and participations in LC Disbursements (as applicable), accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the relevant Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. A Departing Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or such Issuing Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply. Each party hereto agrees that an assignment and delegation required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Company, the Administrative Agent and the assignee and that the Lender required to make such assignment and delegation need not be a party thereto.

SECTION 2.20 Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Borrower Obligations, the Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the

Borrower Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent or such Lender. The provisions of this Section 2.20 shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.20 shall survive the termination of this Agreement.

SECTION 2.21 Designation of Subsidiary Borrowers.

(a) Designation of Subsidiary Borrowers. Subject to the terms and conditions of this Section (including paragraph (b) of this Section), the Company may, at any time or from time to time upon not less than 20 Business Days' notice to the Administrative Agent (or such other period which is acceptable to the Administrative Agent), request that a wholly-owned Subsidiary specified in such notice become a party to this Agreement as a Subsidiary Borrower; provided that each such designation shall be subject to the prior approval of the Administrative Agent (which approval shall not be unreasonably withheld). The Administrative Agent shall, upon receipt of such notice from the Company, promptly notify each Lender of the Company's request to designate a new Subsidiary Borrower; provided that in the case of any such notice from the Company requesting to designate a Foreign Subsidiary as a Subsidiary Borrower, (i) the Administrative Agent shall notify each Lender of such request at least five days prior to granting approval of such designation and (ii) if any Lender notifies the Administrative Agent within five Business Days of such Lender's receipt of such notice that neither it nor any of its branches or Affiliates is permitted by applicable Requirements of Law to make Loans to, and participate in Letters of Credit for the account of, the relevant Foreign Subsidiary, the Administrative Agent shall withhold its approval of such designation. Upon such approval and the satisfaction of the conditions specified in paragraph (b) of this Section, such Subsidiary shall become a party to this Agreement as a Subsidiary Borrower and entitled to borrow Loans on and subject to the terms and conditions of this Agreement, and the Administrative Agent shall promptly notify the Lenders of the effectiveness of such designation.

(b) Conditions Precedent to Designation Effectiveness. The designation by the Company of any wholly-owned Subsidiary as a Subsidiary Borrower hereunder shall not become effective until the date on which the Administrative Agent shall have received each of the following documents (each of which shall be satisfactory to the Administrative Agent in form and substance):

(iv) Designation Letter. A Designation Letter, duly completed and executed by the Company and the relevant Subsidiary, delivered to the Administrative Agent at least 5 Business Days before the date on which such Subsidiary is proposed to become a Subsidiary Borrower;

(v) Opinion of Counsel. If requested by the Administrative Agent, a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the date of the related Designation Letter) of counsel to such Subsidiary satisfactory to the Administrative Agent in the jurisdiction in which such Subsidiary is organized (the "Relevant Jurisdiction"), (and the Company and such Subsidiary Borrower hereby and by delivery of such Designation Letter instruct such counsel to deliver such opinion to the Lenders and the Administrative Agent, if such opinion is so requested), as to such matters as the Administrative Agent may reasonably request (which may include the due incorporation of such Subsidiary under the laws of the Relevant Jurisdiction, the due authorization, execution and delivery by such Subsidiary of such Designation Letter and of any Borrowings to be made by it hereunder, the

obtaining of all licenses, approvals and consents of, and the making of all filings and registrations with, any applicable Governmental Authority required in connection therewith (or the absence of any thereof), and the legality, validity and binding effect and enforceability thereof);

(vi) Corporate Documents. Such documents and certificates as the Administrative Agent may reasonably request (including certified copies of the organizational documents of such Subsidiary and of resolutions of its board of directors authorizing such Subsidiary Borrower becoming a Borrower hereunder, and of all documents evidencing all other necessary corporate or other action required with respect to such Subsidiary Borrower becoming party to this Agreement); and

(vii) Other Documents. Receipt of such other documents relating thereto as the Administrative Agent or its counsel may reasonably request, which may include other documents that are consistent with conditions for Subsidiary Borrowers set forth in Section 4.01.

(c) Termination of Subsidiary Borrowers. The Company may, at any time at which no Loans or any other amounts hereunder or under any other Loan Documents shall be outstanding to any Subsidiary Borrower, terminate such Subsidiary Borrower as a Borrower hereunder by delivering an executed notice thereof (each a "Termination Letter"), substantially in the form of Exhibit E, to the Administrative Agent (it being understood and agreed that any such termination shall not affect any obligations such Subsidiary Borrower may have as a Guarantor hereunder). Any Termination Letter furnished hereunder shall be effective upon receipt thereof by the Administrative Agent (which shall promptly so notify the relevant Lenders and Issuing Lenders (as applicable)) and all commitments of the relevant Lenders to make Loans to such Subsidiary Borrower and all of rights of such Subsidiary Borrower hereunder shall terminate and such Subsidiary Borrower shall immediately cease to be a Borrower hereunder. Notwithstanding the foregoing, the delivery of a Termination Letter with respect to any Subsidiary Borrower shall not terminate (i) for the avoidance of doubt, any obligation of such Subsidiary Borrower that remains unpaid at the time of such delivery (including any obligation arising thereafter in respect of such Subsidiary Borrower under Section 2.17) or (ii) the obligations of any other Loan Party under Article IX with respect to any such unpaid obligations.

SECTION 2.22 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.12(a);

(b) the Commitments and Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 10.02), provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender;

(c) if any LC Exposure exists at the time a Lender becomes a Defaulting Lender then:

(i) all or any part of such LC Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent (x) the sum of the Dollar Equivalent of the outstanding principal amount of all non-Defaulting Lenders' Revolving Loans (calculated using the Dollar Equivalent of any Borrowing denominated in an Alternative Currency) plus such Defaulting Lender's LC Exposure does not exceed the total of all non-Defaulting Lenders' Commitments and (y) the conditions set forth in Section 4.02 are satisfied at such time; and

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrowers shall within one Business Day following notice by the Administrative Agent cash collateralize such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(k) for so long as such LC Exposure is outstanding;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's LC Exposure pursuant to Section 2.22(c), the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to Section 2.22(c), then the fees payable to the Lenders pursuant to Sections 2.12(a) and (b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; or

(v) if any Defaulting Lender's LC Exposure is neither cash collateralized nor reallocated pursuant to Section 2.22(c), then, without prejudice to any rights or remedies of the Issuing Lender or any Lender hereunder, all facility fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Exposure) and letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Lender until such LC Exposure is cash collateralized and/or reallocated;

(d) so long as any Lender is a Defaulting Lender, the Issuing Lender shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrowers in accordance with Section 2.22(c), and participating interests in any such newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.22(c)(i) and in accordance with their respective Applicable Percentages (and Defaulting Lenders shall not participate therein); and

(e) any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to Section 2.18(d) but excluding Section 2.19) shall, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a segregated account and, subject to any applicable requirements of law, be applied at such time or times as may be determined by the Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, pro rata, to the payment of any amounts owing by such Defaulting Lender to the Issuing Lender hereunder, (iii) third, if so determined by the Administrative Agent or requested by an Issuing Lender, held in such account as cash collateral

for future funding obligations of the Defaulting Lender in respect of any existing or future participating interest in any Letter of Credit, (iv) fourth, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent, (v) fifth, if so determined by the Administrative Agent and the Company, held in such account as cash collateral for future funding obligations of the Defaulting Lender in respect of any Loans under this Agreement, (vi) sixth, to the payment of any amounts owing to the Lenders or an Issuing Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender or such Issuing Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, (vii) seventh, to the payment of any amounts owing to any Borrower as a result of any judgment of a court of competent jurisdiction obtained by any Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, and (viii) eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction, provided, with respect to this clause (viii), that if such payment is (x) a prepayment of the principal amount of any Loans or reimbursement obligations in respect of LC Disbursements which a Defaulting Lender has funded its participation obligations and (y) made at a time when the conditions set forth in Section 4.02 are satisfied, such payment shall be applied solely to prepay the Loans of, and reimbursement obligations owed to, all non-Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans, or reimbursement obligations owed to, any Defaulting Lender.

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent of any Lender shall occur following the date hereof and for so long as such event shall continue or (ii) the Issuing Lender has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, the Issuing Lender shall not be required to issue, amend or increase any Letter of Credit, unless the Issuing Lender shall have entered into arrangements with the Borrower or such Lender, satisfactory to the Issuing Lender to defease any risk to it in respect of such Lender hereunder. For purposes of this paragraph, "Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

In the event that the Administrative Agent, the Company and the Issuing Lender each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

SECTION 2.23 Incremental Revolving Commitments

(a) The Company and any one or more Lenders (including New Lenders but without the consent of any other Lender) may from time to time agree that such Lenders shall obtain or increase the amount of their Commitments by executing and delivering to the Administrative Agent an Increased Facility Activation Notice specifying (i) the amount of such increase and (ii) the applicable Increased Facility Closing Date. Notwithstanding the foregoing, (i) without the consent of the Required Lenders, the aggregate amount of incremental Commitments obtained after the Effective Date pursuant to this paragraph shall not exceed \$100,000,000 and (ii) without the consent of the Administrative Agent, (x) each increase effected pursuant to this paragraph shall be in a minimum amount of at least \$25,000,000 and (y) no more than 4 Increased Facility Closing Dates may be selected by the Company after the Effective Date. In connection with any increase described in this paragraph, (i) the Company shall provide the Administrative Agent with certificates and legal opinions as the Administrative Agent may reasonably request, (ii) the representations and warranties of the Loan Parties set forth in this Agreement and in the other Loan Documents shall be true and correct on and as of the Increased Facility Closing Date (or, if any such representation or warranty is expressly stated to have been made as of a specific earlier date, as of such specific date) and (iii) at the time of and immediately after giving effect to such increase, no Default or Event of Default shall have occurred and be continuing. No Lender shall have any obligation to participate in any increase described in this paragraph unless it agrees to do so in its sole discretion.

(b) Any additional bank, financial institution or other entity which, with the consent of the Company and the Administrative Agent (which consent shall not be unreasonably withheld), elects to become a "Lender" under this Agreement in connection with any transaction described in Section 2.23(a) shall execute a New Lender Supplement (each, a "New Lender Supplement"), substantially in the form of Exhibit J, whereupon such bank, financial institution or other entity (a "New Lender") shall become a Lender for all purposes and to the same extent as if originally a party hereto and shall be bound by and entitled to the benefits of this Agreement.

(c) Unless otherwise agreed by the Administrative Agent, on each Increased Facility Closing Date (i) the Borrowers shall borrow Revolving Loans under the relevant increased Commitments from each Lender participating in the relevant increase in an amount determined by reference to the amount of each Type of Loan (and, in the case of Eurocurrency Loans, of each Eurocurrency Borrowing) which would then have been outstanding from such Lender if (x) each such Type or Eurocurrency Borrowing had been borrowed or effected on such Increased Facility Closing Date and (y) the aggregate amount of each such Type or Eurocurrency Borrowing requested to be so borrowed or effected had been proportionately increased, and (ii) each Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each New Lender, and each such New Lender will automatically and without further act be deemed to have assumed, a portion of such Lender's participations hereunder in outstanding Letters of Credit such that, after giving effect to such Commitment increase and each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding participations hereunder in Letters of Credit held by each Lender (including each such New Lender) will equal such Lender's Applicable Percentage after giving effect to the new Commitments. The Eurocurrency Rate applicable to any Eurocurrency Loan borrowed pursuant to the preceding sentence shall equal the Eurocurrency Rate then applicable to the Eurocurrency Loans of the other Lenders in the same Eurocurrency Borrowing (or, until the expiration of the then-current Interest Period, such other rate as shall be agreed upon between the applicable Borrower and the relevant Lender).

(d) Notwithstanding anything to the contrary in this Agreement, each of the parties hereto hereby agrees that, on each Increased Facility Closing Date, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence of the incremental Commitments evidenced thereby. Any such deemed amendment may be effected in writing by the Company, the Administrative Agent and the Lenders participating in the relevant increase and furnished to the other parties hereto.

SECTION 2.24 Extension of Commitment Termination Date

(a) Requests for Extension. The Company may, by notice (the date of such notice, the “Request Date”) to the Administrative Agent (who shall promptly notify the Lenders) not earlier than 60 days and not later than 30 days prior to each of the first and second anniversary of the Effective Date (each a “Relevant Anniversary Date”), request that each Lender extend such Lender’s Commitment Termination Date for an additional year from the Commitment Termination Date then in effect hereunder (the “Existing Termination Date”; any anniversary of the Existing Termination Date to which Commitments shall be extended being called the “Extended Commitment Termination Date”).

(b) Lender Elections to Extend. Each Lender, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not later than the date that is 20 days following the Request Date (the “Notice Deadline”), advise the Administrative Agent whether or not such Lender agrees to such extension (and each Lender that determines not to so extend its Commitment Termination Date (a “Non-Extending Lender”) shall notify the Administrative Agent of such fact promptly after such determination (but in any event no later than the Notice Deadline) and any Lender that does not so advise the Administrative Agent on or before the Notice Deadline shall be deemed to be a Non-Extending Lender. The election of any Lender to agree to such extension shall not obligate any other Lender to so agree. Following any extension, the LC Exposure shall continue to be held ratably among the Lenders, but on the Commitment Termination Date applicable to the Loans of any Non-Extending Lender, the LC Exposure of such Non-Extending Lender shall be ratably reallocated, to the extent of the unused Commitments of the extending Lenders, to such extending Lenders (without regard to whether the conditions set forth in Section 4.02 can then be satisfied) and the Borrowers shall cash collateralize the balance of such LC Exposure in accordance with Section 2.06(k). Promptly following the Notice Deadline, the Administrative Agent shall notify the Company of each Lender’s determination under this Section.

(c) Additional Commitment Lenders. The Company shall have the right on or before the Existing Termination Date to replace each Non-Extending Lender with, and add as “Lenders” under this Agreement in place thereof, one or more assignees with Commitments terminating on the Extended Commitment Termination Date (each, an “Additional Commitment Lender”) as provided in Section 2.19(b), each of which Additional Commitment Lenders shall have entered into an Assignment and Assumption pursuant to which such Additional Commitment Lender shall undertake a Commitment of such Non-Extending Lender (and, if any such Additional Commitment Lender is already a Lender, its Commitment of such Non-Extending Lender shall be in addition to such Lender’s Commitment hereunder on such date).

(d) Minimum Extension Requirement. If (and only if) the total of the Commitments of the Lenders that have agreed so to extend their Commitment Termination Date and the additional Commitments of the Additional Commitment Lenders shall be more than 50% of the aggregate amount of the Commitments in effect immediately prior to the Relevant Anniversary Date, then, effective as of the Relevant Anniversary Date, the Commitment Termination Date of each extending Lender and of

each Additional Commitment Lender shall be extended to the Extended Commitment Termination Date (except that, if such date is not a Business Day, such Extended Commitment Termination Date shall be the immediately preceding Business Day) and each Additional Commitment Lender shall thereupon become a “Lender” for all purposes of this Agreement.

(e) Conditions to Effectiveness of Extensions. Notwithstanding the foregoing, the extension of the Commitment Termination Date pursuant to this Section shall not be effective with respect to any Lender unless: (i) at the time of and immediately after giving effect to such extension, no Default or Event of Default shall have occurred and be continuing; (ii) the representations and warranties of the Loan Parties set forth in this Agreement and in the other Loan Documents shall be true and correct on and as of the date of such extension (or, if any such representation or warranty is expressly stated to have been made as of a specific earlier date, as of such specific date); and (iii) on the Existing Termination Date, each of the Borrowers shall prepay any outstanding Loans of each Non-Extending Lender that has not been replaced as provided in Section 2.24(c) (and pay any additional amounts required pursuant to Section 2.16).

(f) Issuing Banks. Each Issuing Bank shall be deemed to be a Lender for purposes of this Section 2.24 with respect to the extension of its LC Commitment.

(g) Conflicting Provisions. This Section 2.24 shall supersede any provisions in Section 2.18 or 10.02 to the contrary.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Lenders that:

SECTION 3.01 Organization; Powers. Each of the Loan Parties and each of their Subsidiaries (other than Immaterial Subsidiaries) is duly organized or incorporated, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation and has all requisite power and authority to carry on its business as now conducted. Each of the Loan Parties and each of their Subsidiaries (other than Immaterial Subsidiaries) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where the failure to be so qualified or in good standing could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

SECTION 3.02 Authorization; Enforceability. The Transactions are within each Loan Party’s corporate, limited liability company or other like powers and have been duly authorized by all necessary corporate, limited liability company or other like action and, if required, by all necessary shareholder, member, partner or other like action. The Loan Documents to which each Loan Party is a party have been duly executed and delivered by such Loan Party and constitute a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors’ rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 3.03 Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (b) will not

(i) violate in any material respect any applicable law or regulation or any order of any Governmental Authority binding upon the Company or any of its Subsidiaries or (ii) violate the charter, by-laws or other organizational documents of the Company or any of its Subsidiaries, (c) will not violate or result in a default under any material indenture, agreement or other instrument binding upon the Company, any Loan Party or any of their Subsidiaries or their assets, or give rise to a right thereunder to require any payment to be made by any such Loan Party or any of its Subsidiaries, and (d) will not result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries, except Liens pursuant to the Loan Documents.

SECTION 3.04 Financial Condition; No Material Adverse Change.

(e) Financial Condition. The Company has heretofore furnished to the Lenders (i) its consolidated balance sheet and statements of income, shareholders' equity and cash flows as of and for the fiscal year ended December 31, 2015, reported on by its independent public accountants and (ii) its unaudited consolidated balance sheet and statements of income, shareholders' equity and cash flows as of and for the fiscal quarter ended April 2, 2016. Such financial statements present fairly, in all material respects, the financial condition and results of operations and cash flows of the Company and its Subsidiaries as of such dates and for such periods in accordance with GAAP, subject, in the case of such quarterly statements, to the absence of notes and normal year-end adjustments. As of the Effective Date, neither the Company nor any of its Subsidiaries has any material Guarantee obligations, contingent liabilities and liabilities for taxes, or any long-term leases or unusual forward or long-term commitments, including any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that in accordance with GAAP would be required to be disclosed in the most recent financial statements referred to in this paragraph but are not disclosed in such financial statements.

(f) No Material Adverse Effect. Since December 31, 2015, no event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect.

SECTION 3.05 Properties.

(o) Property Generally. Each of the Loan Parties and their Subsidiaries has good and marketable title to, or valid leasehold interests in, all the real and personal property that is material to its business, free of all Liens other than Liens permitted by Section 6.02.

(p) Intellectual Property. Except where such failure would not reasonably be expected to have a Material Adverse Effect, each of the Loan Parties and their Subsidiaries owns, or is licensed to use, all trademarks, tradenames, domain names, copyrights, patents, technology, trade secrets, know-how and other intellectual property rights ("Intellectual Property") material to the business of the Company and its Subsidiaries, taken as a whole, free and clear of all Liens other than Liens permitted by Section 6.02(b), and the use thereof and the conduct of their business by each of the Loan Parties and their Subsidiaries does not infringe in any material respect upon the rights of any other Person. Each such registration and application that is material to the conduct of the business of the Company and its Subsidiaries taken as a whole is subsisting, and has not expired or been abandoned or cancelled.

SECTION 3.06 Litigation and Environmental Matters.

(c) Actions, Suits and Proceedings. Except as disclosed in Schedule 3.06(a), there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority now pending against or, to the knowledge of any Loan Party, threatened against or affecting the Company or any of its

Subsidiaries that (i) could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) involve this Agreement, any other Loan Document or the Transactions.

(d) Environmental Matters. Except as disclosed in Schedule 3.06(b), and except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Company nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, registration, exemption, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received written notice of any pending or threatened claim with respect to any Environmental Liability and (iv) knows of any basis for any Environmental Liability.

SECTION 3.07 Investment Company Act. Neither the Company nor any of its Subsidiaries is an “investment company” as defined in the Investment Company Act of 1940, as amended, or is subject to registration under that Act.

SECTION 3.08 Taxes. Each of the Company and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it (including in its capacity as withholding agent), except (a) Taxes that are being contested in good faith by appropriate proceedings and for which such Person has set aside on its books adequate reserves with respect thereto in accordance with GAAP or (b) where the failure to do so could not reasonably be expected to individually or in the aggregate result in a Material Adverse Effect. No material Tax liens have been filed and no material claims are being asserted with respect to any Taxes.

SECTION 3.09 ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes Accounting Standards Codification No. 715: Compensation-Retirement Benefits) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan by an amount that could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10 Disclosure. Each Borrower has disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or thereunder (as modified or supplemented by other information so furnished), when taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that (a) with respect to projected financial information, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time and (b) it is understood and agreed that uncertainty is inherent in any forecasts or projections and no assurances can be given by the Company of the future achievement of such performance.

SECTION 3.11 Use of Credit. Neither the Company nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the

purpose, whether immediate, incidental or ultimate, of buying or carrying Margin Stock, and no part of the proceeds of any extension of credit hereunder will be used to buy or carry any Margin Stock.

SECTION 3.12 Compliance with Laws and Agreements. Each Loan Party and its Subsidiaries are in compliance with all Requirements of Law applicable to it or its property and all indentures, agreements and other instruments binding upon it (including those under the PATRIOT Act to the extent applicable to it) or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.13 No Default. No Default or Event of Default has occurred and is continuing.

SECTION 3.14 Solvency. Immediately after the consummation of the Transactions to occur on the Effective Date and on the date of each Borrowing, (i) the fair value of the consolidated assets of the Company, at a fair valuation, exceeds its consolidated debts and liabilities, subordinated, contingent or otherwise; (ii) the present fair saleable value of the consolidated property of the Company is greater than the amount that is required to pay the probable liability of its consolidated debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) the Company and the Loan Parties, on a consolidated basis, are able to pay their consolidated debts and other liabilities, subordinated, contingent or otherwise, as such debts and liabilities become due, absolute and matured; and (iv) the Company does not have unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted after the Effective Date.

SECTION 3.15 [Reserved].

SECTION 3.16 Consideration. Each Loan Party has determined that execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Loan Party is within its purpose, will be of direct and indirect benefit to such Loan Party, and is in its best interest.

SECTION 3.17 Capitalization and Subsidiaries. Schedule 3.17 sets forth, as of the Effective Date, (a) a correct and complete list of the name and relationship to the Company of each and all of the Company's Subsidiaries, (b) a true and complete listing of each class of authorized Equity Interests of each Borrower (other than the Company), of which all of such issued shares are validly issued, outstanding, fully paid and non-assessable (to the extent such concepts are applicable), and owned beneficially and of record by the Persons identified on Schedule 3.17, and (c) the type of entity of the Company and each of its Subsidiaries. All of the issued and outstanding Equity Interests owned by any Loan Party in its Subsidiaries has been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and is fully paid and non-assessable.

SECTION 3.18 Insurance. As of the Effective Date, the insurance required under Section 5.05 is in effect and all premiums in respect of such insurance have been paid. The Borrowers believe that the insurance maintained by or on behalf of the Loan Parties and their Subsidiaries are adequate.

SECTION 3.19 Employment Matters. As of the Effective Date, there are no strikes, lockouts or slowdowns, and no material unfair labor practice charges, against any Loan Party or its Subsidiaries pending or, to the knowledge of the Borrowers, threatened. The terms and conditions of employment, hours worked by and payments made to employees of the Loan Parties and their

Subsidiaries have not been in material violation of the Fair Labor Standards Act, or any other applicable federal, provincial, territorial, state, local or foreign law dealing with such matters. All material payments due from any Loan Party or any of its Subsidiaries, or for which any claim may be made against any Loan Party or any of its Subsidiaries, on account of wages, vacation pay and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of the Loan Party or such Subsidiary.

SECTION 3.20 Anti-Terrorism Laws; Anti-Corruption Laws and Sanctions. The Company has implemented and maintains in effect policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers and employees with Anti-Corruption Laws and applicable Sanctions, and the Company, its Subsidiaries and their respective officers and directors and, to the knowledge of the Company, its employees and directors, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respect and are not knowingly engaged in any activity that would reasonably be expected to result in the Company being designated as a Sanctioned Person. None of (i) the Company, any Subsidiary or any of their respective directors, officers or employees or (ii) to the knowledge of the Company, any Subsidiary that will act in any capacity in connection with or directly benefit from the credit facility established hereby, is a Sanctioned Person. No Loan or Letter of Credit, use of proceeds or other Transaction will violate Anti-Corruption Laws or applicable Sanctions.

SECTION 3.21 EEA Financial Institutions. No Loan Party is an EEA Financial Institution.

ARTICLE IV

CONDITIONS

SECTION 4.01 Effective Date. This Agreement shall become effective on the date (the "Effective Date") on which each of the following conditions is satisfied (or waived in accordance with Section 10.02):

(a) Executed Counterparts. The Administrative Agent (or its counsel) shall have received (i) from the Company, each Subsidiary Borrower, each other direct and indirect wholly owned Domestic Subsidiary of the Company (other than Immaterial Subsidiaries) and each Person listed on Schedule 1.01A either (x) a counterpart of this Agreement signed on behalf of such party or (y) written evidence satisfactory to the Administrative Agent (which may include facsimile transmission of a signed signature page to this Agreement) that such party has signed a counterpart of this Agreement and (ii) duly executed copies (which may include facsimile transmission of a signed signature page) of the Loan Documents and such other certificates, documents, instruments and agreements as the Administrative Agent shall reasonably request in connection with the transactions contemplated by this Agreement and the other Loan Documents.

(b) Opinion of Counsel to the Loan Parties. The Administrative Agent (or its counsel) shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of Cravath, Swaine & Moore LLP, counsel to the Loan Parties, substantially in the form of Exhibit C and such other counsel for the Loan Parties satisfactory to the Administrative Agent, and covering such other matters relating to the Loan Parties, this Agreement or the Transactions as the Administrative Agent shall reasonably request (and the Company hereby instructs

such counsel to deliver such opinion to the Lenders and the Administrative Agent), in each case in form and substance reasonably acceptable to the Administrative Agent and its counsel.

(c) Financial Projections. The Administrative Agent shall have received satisfactory annual projections for 2016 through 2018.

(d) Closing Certificates; Certified Certificate of Incorporation; Good Standing Certificates The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Effective Date and executed by its Secretary or Assistant Secretary, which shall (A) certify the resolutions of its Board of Directors, members or other body authorizing the execution, delivery and performance of the Loan Documents to which it is a party, (B) identify by name and title and bear the signatures of the Financial Officers and any other officers or managers of such Loan Party authorized to sign the Loan Documents to which it is a party, and (C) contain appropriate attachments, including the certificate or articles of incorporation or organization of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party and a true and correct copy of its by-laws or operating, management or partnership agreement, and (ii) a good standing certificate for each Loan Party from its jurisdiction of organization.

(e) No Default Certificate. The Administrative Agent shall have received a certificate, signed by a Financial Officer and dated the Effective Date (i) stating that no Default has occurred and is continuing, (ii) stating that the representations and warranties contained in Article III are true and correct as of such date, and (iii) certifying any other factual matters as may be reasonably requested by the Administrative Agent.

(f) Fees. The Lenders and the Agents shall have received all fees required to be paid, and all expenses for which invoices have been presented at least two Business Days prior to the Effective Date (including the reasonable fees and expenses of legal counsel).

(g) Amendment and Restatement. On the Effective Date, all Loans and other amounts outstanding under the Existing Credit Agreement, if any, shall be repaid and unpaid accrued interest, commitment fees and letter of credit fees payable under the Existing Credit Agreement shall be paid, in each case contemporaneously with the making of Loans hereunder.

(h) Governmental and Third-Party Approval. All governmental and third-party approvals necessary in connection with the financing contemplated hereunder and the continuing operations of the Company and its Subsidiaries (including shareholder and lender approvals, if any) shall have been obtained and shall be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose burdensome conditions on the financing contemplated hereby.

(i) Legal and Regulatory Matters. All legal (including tax implications) and regulatory matters shall be reasonably satisfactory to the Administrative Agent, including but not limited to compliance with all applicable requirements of Regulations U, T and X of the Board of Governors of the Federal Reserve System.

(j) Subsidiary Borrowers. The Administrative Agent shall have received, for each Subsidiary designated as a Subsidiary Borrower as of the Effective Date, such documents and certificates required to be delivered under Section 2.21 to the extent that (i) such Subsidiary was not a

Subsidiary Borrower immediately prior to giving effect to the Effective Date and (ii) such documents and certificates are not already being delivered hereunder.

(k) Other Documents. Each Lender shall have received all documentation and other information required by regulatory authorities with respect to the Loan Parties under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the Patriot Act, that has been requested by such Lender.

Any determination by the Administrative Agent that the provisions of this Section 4.01 have been satisfied (or waived in accordance with Section 10.02) shall be conclusive and binding unless any Lender shall object prior to the Effective Date. The Administrative Agent shall notify the Company and the Lenders of the Effective Date, which must occur on or prior to 3:00 p.m., New York City time, on June 30, 2016, and such notice shall be conclusive and binding.

SECTION 4.02 Each Credit Event. The obligation of each Lender to make any Loan, and of the Issuing Lenders to issue, amend, renew or extend any Letter of Credit, is additionally subject to the satisfaction of the following conditions:

(a) the representations and warranties of the Loan Parties set forth in this Agreement (but excluding, at any time on or after the Investment Grade Release Date, the representations and warranties set forth in Section 3.04(b) and 3.06(a)) and in the other Loan Documents shall be true and correct in all material respects (or, to the extent subject to materiality or Material Adverse Effect qualifiers, in all respects) on and as of the date of such Loan or the date of issuance, amendment, renewal or extension of such Letter of Credit (or, if any such representation or warranty is expressly stated to have been made as of a specific earlier date, as of such specific date), as applicable; and

(b) at the time of and immediately after giving effect to such Loan or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

The making of each Loan and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

ARTICLE V

AFFIRMATIVE COVENANTS

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full in cash and all Letters of Credit shall have expired or terminated and all LC Disbursements shall have been reimbursed, each Loan Party executing this Agreement covenants and agrees, jointly and severally with all of the Loan Parties, with the Lenders that:

SECTION 5.01 Financial Statements and Other Information. The Company will furnish to the Administrative Agent and each Lender:

(a) as soon as available, but in any event within 75 days after the end of each fiscal year of the Company (or such lesser number of days within which the Company shall be required to file

its Annual Report on Form 10-K for such fiscal year with the SEC), the audited consolidated balance sheet and related statements of income, shareholders' equity and cash flows of the Company and its Subsidiaries as of the end of and for such year, setting forth in each case in comparative form the figures for (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all reported on by independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Company and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) as soon as available, but in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Company (or such lesser number of days within which the Company shall be required to file its Quarterly Report on Form 10-Q for such fiscal quarter with the SEC), the consolidated balance sheet and related statements of income, shareholders' equity and cash flows of the Company and its Subsidiaries as of the end of and for such fiscal quarter and the then elapsed portion of such fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer as presenting fairly in all material respects the financial condition and results of operations of the Company and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) within the time specified for delivery of financial statements under clause (a) or (b) of this Section, (I) a certificate of a Financial Officer certifying, in the case of financial statements delivered pursuant to clause (b) above, (i) as presenting fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes, (ii) as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto and (iii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.11 and (II) if there shall have been any material change in GAAP or in the application thereof that applies to the Company or any Subsidiary since the date of the audited financial statements referred to in Section 3.04(a) (unless such change shall theretofore have been notified under this subclause (II)), a notification from a Financial Officer as to such change, specifying the effect of such change on the financial statements accompanying such notification;

(d) subject to Section 10.21, concurrently with any delivery of financial statements under clause (a) of this Section, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any Default or Event of Default with respect to Section 6.11 (which certificate may be limited to the extent required by accounting rules or guidelines);

(e) subject to Section 10.21, as soon as available, but in any event not more than 60 days after the end of each fiscal year of the Company, a copy of the plan and forecast (including a projected consolidated and consolidating balance sheet, income statement and funds flow statement in form acceptable to the Administrative Agent) of the Company for the upcoming fiscal year (the "Projections") in form reasonably satisfactory to the Administrative Agent;

(f) [reserved];

(g) [reserved];

(h) promptly (i) after the filing thereof, copies of all periodic and other reports, periodic and other certifications of the chief executive officer and chief financial officer of the Company, registration statements and other publicly available materials filed by the Company or any of its Subsidiaries with the SEC, or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange (other than any exhibits to any of the foregoing which are too voluminous to furnish and which are made available by the Company or any of its Subsidiaries on such Person's website and any registration statement on Form S-8 or its equivalent) and (ii) after the distribution thereof, copies of all financial statements, reports, proxy statements and other materials distributed by the Company to its shareholders generally;

(i) subject to Section 10.21, promptly after Moody's or S&P shall have announced a change in its Rating, written notice of such change;

(j) promptly following receipt thereof, copies of any documents described in Sections 101(k) or 101(l) of ERISA that any Loan Party or any ERISA Affiliate may request with respect to any Multiemployer Plan; provided, that if the Loan Parties or any of the ERISA Affiliates have not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, then, upon reasonable request of the Administrative Agent, the Loan Parties and/or the ERISA Affiliates shall promptly make a request for such documents or notices from such administrator or sponsor and the Borrowers shall provide copies of such documents and notices promptly after receipt thereof; and

(k) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Company or any of its Subsidiaries, or compliance with the terms of this Agreement and the other Loan Documents, as the Administrative Agent or any Lender may reasonably request.

Financial statements and other documents required to be delivered pursuant to clause (a), (b), (d) or (h) of this Section (to the extent any such financial statements or other documents are included in reports or other materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which (i) such documents shall be available on the website of the SEC at <http://www.sec.gov>, (ii) the Company posts such financial statements or other documents, or provides a link thereto, on the Company's website on the Internet or (iii) such financial statements or other documents are posted on the Company's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

SECTION 5.02 Notices of Material Events. The Company will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) any actual knowledge of a Financial Officer of, or any receipt of any notice of, any governmental investigation or any litigation, arbitration or administrative proceeding commenced or, to the knowledge of a Financial Officer, threatened against any Loan Party or any of its Subsidiaries that (i) could reasonably be expected to result in damages in excess of \$50,000,000, (ii) seeks injunctive relief that, if granted, would have a material effect on the business of the Company and its Subsidiaries, (iii) alleges criminal misconduct by any Loan Party or any of their Subsidiaries, (iv) contests any tax,

fee, assessment, or other governmental charge in excess of \$50,000,000, or (v) involves any material product recall;

(c) any actual knowledge of a Financial Officer of the occurrence of any ERISA Event or breach of the representations and warranties in Section 3.09 that, alone or together with any other ERISA Events or breaches of such representations and warranties that have occurred, could reasonably be expected to result in liability of the Loan Parties and their Subsidiaries, whether directly or by virtue of their affiliation with any ERISA Affiliate, in an aggregate amount exceeding \$50,000,000;

(d) any actual knowledge of a Financial Officer of any event, notice or circumstance or any correspondence with any Governmental Authority (including with respect to any release into the indoor or outdoor environment of any Hazardous Material that is required by any applicable Environmental Law to be reported to a Governmental Authority) which could reasonably be expected to lead to (i) any Environmental Liability in excess of \$50,000,000, or (ii) any material adverse change in the matter set forth in Schedule 5.02(d);

(e) any event or development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Company setting forth in reasonable detail the nature of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03 Existence; Conduct of Business. Each Loan Party will, and will cause each of its Subsidiaries to, other than in the case of any Immaterial Subsidiary, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and, except where any of the following could not reasonably be expected to result in a Material Adverse Effect, the rights, qualifications, licenses, permits, privileges, governmental authorizations, Intellectual Property rights and franchises used or useful in the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03.

SECTION 5.04 Taxes and Other Obligations. Each Loan Party will, and will cause each of its Subsidiaries to, pay or discharge all Material Indebtedness and all other material liabilities, including Taxes before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings and such Loan Party or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP or (b) the failure to make payment could not reasonably be expected to individually or in the aggregate result in a Material Adverse Effect.

SECTION 5.05 Maintenance of Properties; Insurance. Each Loan Party will, and will cause each of its Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, and (b) maintain with financially sound and reputable insurance companies insurance in such amounts (with no greater risk retention) and against such risks and such other hazards, as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations. The Loan Parties will furnish to the Lenders, upon request of the Administrative Agent, information in reasonable detail as to the insurance so maintained, which may be a Memorandum of Insurance.

SECTION 5.06 Books and Records; Inspection Rights. Each Loan Party will, and will cause each Subsidiary to, (i) keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (ii) permit any representatives designated by the Administrative Agent or any Lender (including employees of the Administrative Agent, any Lender or any consultants, accountants, lawyers and appraisers retained by the Administrative Agent or any Lender), upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested and all with a representative of the Company present.

SECTION 5.07 Compliance with Laws and Obligations.

(a) Each Loan Party will, and will cause each of its Subsidiaries to, comply with all Requirements of Law applicable to it (including those under the PATRIOT Act to the extent applicable to it) or its property and all Material Indebtedness and all other material Contractual Obligations not constituting Indebtedness, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) The Company will, and will cause each of its Subsidiaries to, maintain in effect and enforce policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers and employees with Anti-Corruption Laws and applicable Sanctions.

(c) The Loan Parties and each of their Subsidiaries shall, and shall require that all of its tenants, subtenants, contractors, subcontractors and invitees shall, (i) be at all times in compliance with all Environmental Laws and (ii) ensure that their assets and operations are in compliance with all Environmental Laws (including with respect to any Hazardous Materials that are discharged, emitted, released, generated, used, stored, managed, transported or otherwise dealt with). For purposes of this Section 5.07(c), noncompliance with either of subclauses (i) and (ii) shall be deemed not to constitute a breach of this covenant if upon learning of any actual or alleged noncompliance, such Loan Party shall promptly undertake reasonable efforts to achieve compliance and provided that any failure to comply with any of the foregoing could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 5.08 Use of Proceeds and Letters of Credit. The proceeds of the Loans will be used, and Letters of Credit will be issued, only for general corporate purposes of the Company and its Subsidiaries including acquisitions otherwise permitted hereunder. No part of the proceeds of any Loan and no Letter of Credit will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X as in effect from time to time. The Borrowers will not request or obtain any Borrowing or Letter of Credit, and the Company shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers and employees shall not use, the proceeds of any Borrowing or Letter of Credit, (A) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, to the extent such activities, businesses or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or (B) for any other purpose that would result in the violation of any Sanctions applicable to any party hereto. The Borrowers will not request or obtain any Borrowing or Letter of Credit, and the Company shall take reasonable measures to ensure that the proceeds of any Borrowing or Letter of Credit are not used, and that its Subsidiaries and its or their respective directors, officers and employees shall not use the proceeds of any Borrowing or Letter

of Credit in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws.

SECTION 5.09 Governmental Authorizations. Each Loan Party will, and will cause each of its Subsidiaries to, promptly from time to time obtain or make and maintain in full force and effect all material licenses, consents, authorizations and approvals of, and all material filings and registrations with, any Governmental Authority from time to time necessary under the laws of the jurisdiction in which each Loan Party is located for the making and performance by each such Loan Parties of the Loan Documents.

SECTION 5.10 Maintenance of Ratings. Subject to Section 10.21, the Company shall use commercially reasonable efforts to maintain Ratings issued by Moody's and S&P (but not any particular Rating).

SECTION 5.11 Additional Guarantors; Further Assurances.

(a) Subject to applicable law, the Borrowers and each Subsidiary that is a Loan Party may at its election cause any of its Subsidiaries, and shall (within 30 days after such formation or acquisition, or determination that such Subsidiary is no longer an Immaterial Subsidiary, or such longer period as may be agreed to by the Administrative Agent) cause each of its wholly owned Domestic Subsidiaries (other than Immaterial Subsidiaries) formed or acquired after the Effective Date or which ceases to be an Immaterial Subsidiary after the Effective Date, in accordance with the terms of this Agreement, to, during the Guarantee Period, become a Loan Party by executing the Joinder Agreement set forth as Exhibit G hereto (the "Joinder Agreement"). Upon execution and delivery of such Joinder Agreement, each such Person shall automatically become a Guarantor hereunder and thereupon shall have, during the Guarantee Period, all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents.

(b) Without limiting the foregoing, each Loan Party will, and will cause each of its Subsidiaries to, execute and deliver, or cause to be executed and delivered, to the Administrative Agent such documents, agreements and instruments, and will take or cause to be taken such further actions which may be required by law or which the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents, all at the expense of the Loan Parties.

ARTICLE VI

NEGATIVE COVENANTS

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document have been paid in full in cash and all Letters of Credit have expired or terminated and all LC Disbursements shall have been reimbursed, the Loan Parties covenant and agree, jointly and severally, with the Lenders that:

SECTION 6.01 Indebtedness.

No Loan Party will, nor will it permit any of its Subsidiaries to, create, incur or suffer to exist any Indebtedness, except:

(a) the Obligations;

(b) Indebtedness existing on the date hereof and set forth on Schedule 6.01 and extensions, renewals and replacements of any such Indebtedness in accordance with clause (f) hereof;

(c) Indebtedness of any Borrower to any Subsidiary or any other Borrower and of any Subsidiary to any Borrower or any other Subsidiary, provided that (i) Indebtedness of any Subsidiary that is not a Loan Party to any Borrower or any Subsidiary that is a Loan Party shall be subject to Section 6.06 for so long as such Section is in effect and (ii) Indebtedness of the Company or any Subsidiary that is a Loan Party to any Subsidiary that is not a Loan Party shall be subordinated in bankruptcy to the Obligations on terms reasonably satisfactory to the Administrative Agent (it being understood that the Company shall have in place agreements for such subordination within 60 days, or such other period as shall be acceptable to the Administrative Agent in its sole discretion, of the Effective Date);

(d) Guarantees by any Borrower of Indebtedness of any Subsidiary or any other Borrower and by any Subsidiary of Indebtedness of any Borrower or any other Subsidiary, provided that (i) the Indebtedness so Guaranteed is permitted by this Section 6.01, (ii) Guarantees by any Borrower or any Subsidiary that is a Loan Party of Indebtedness of any Subsidiary that is not a Loan Party shall be subject to Section 6.06 for so long as such Section is in effect and (iii) Guarantees permitted under this clause (d) shall be subordinated to the Obligations of the applicable Subsidiary if, and on the same terms as, the Indebtedness so Guaranteed is subordinated to the Obligations;

(e) Indebtedness of any Borrower or any Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets (whether or not constituting purchase money Indebtedness), including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof; provided that (i) such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this clause (e) shall not exceed \$115,000,000 at any time outstanding;

(f) Indebtedness which represents an extension, refinancing, replacement or renewal of any of the Indebtedness described in clauses (b), (e), (j), (k), (l) or (u) hereof; provided that, (i) the principal amount of such Indebtedness is not increased (except to the extent used to finance accrued interest and premium (including tender or makewhole premiums) thereon and underwriting discounts, defeasance costs, fees, commissions and expenses), (ii) any Liens securing such Indebtedness are not extended to any additional property of any Loan Party or any of their respective Subsidiaries or, if the original Indebtedness was unsecured, then the refinancing, renewal or extension Indebtedness shall be unsecured (other than with Available Collateral), (iii) no Loan Party or Subsidiary of any Loan Party that is not originally obligated with respect to repayment of such Indebtedness is required to become obligated with respect thereto, (iv) such extension, refinancing or renewal does not result in a shortening of the average weighted maturity of the Indebtedness so extended, refinanced or renewed and (v) if the Indebtedness that is refinanced, renewed, or extended was subordinated in right of payment to the Obligations, then the terms and conditions of the refinancing, renewal, or extension Indebtedness must include subordination terms and conditions that are at least as favorable to the Administrative Agent and the Lenders as those that were applicable to the refinanced, renewed, or extended Indebtedness;

(g) Indebtedness owed to any Person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance, pursuant to

reimbursement or indemnification obligations to such Person, in each case incurred in the ordinary course of business;

(h) Indebtedness of any Borrower or any Subsidiary in respect of performance bonds, bid bonds, appeal bonds, surety bonds and similar obligations, in each case provided in the ordinary course of business;

(i) Indebtedness of the Company, any other Loan Party or any other Subsidiary that owns Available Collateral incurred to refinance in whole or in part Existing 2021 Notes or for any other purpose (it being understood that the proceeds of any such Indebtedness incurred to refinance Existing 2021 Notes may be deposited in an account subject to control arrangements in favor of the trustee under the 2013 Existing Notes Indenture reasonably satisfactory to the Administrative Agent pending the application of such proceeds to refinance such Existing 2021 Notes); provided that the aggregate principal amount of Indebtedness at any time outstanding in reliance on this paragraph (i) (net of the amount of any proceeds on deposit in any control account as described above) shall not, when taken together with (1) the aggregate outstanding principal amount of the Existing 2021 Notes (or any refinancing or replacement of the Existing 2021 Notes incurred in reliance on paragraph (f) above (disregarding any principal amount in excess of the original principal amount thereof permitted to be incurred pursuant to the parenthetical contained in clause (i) of such paragraph (f)), other than a refinancing or replacement that can be incurred under clause (j) below, which shall be deemed to use the basket under clause (j) and not the basket under this clause (i)), and (2) the aggregate amount of sale and leaseback transactions consummated pursuant to clause (ii) or (iii) of Section 6.07, exceed \$300,000,000; provided further that immediately after giving pro forma effect to the incurrence of any Indebtedness pursuant to this paragraph (i), no Default or Event of Default shall have occurred and be continuing;

(j) unsecured Indebtedness of the Company (including preferred Equity Interests) and unsecured Indebtedness of Loan Parties (or, after the Guarantee Release Date, of Subsidiaries that were Loan Parties at the time such Indebtedness was incurred and are not required to become Loan Parties) having a scheduled final maturity date after the Commitment Termination Date; provided that both immediately before and immediately after giving pro forma effect thereto, no Default or Event of Default shall have occurred and be continuing and the Company shall be in compliance with Section 6.11;

(k) Indebtedness of Foreign Subsidiaries or of Foreign Holdcos and unsecured Guarantees of such Indebtedness by the Company; provided that the aggregate principal amount of Indebtedness permitted by this paragraph (k), together with the aggregate amount of sale and leaseback transactions consummated pursuant to clause (iv) of Section 6.07, at any time outstanding shall not exceed the greater of (x) \$100,000,000 and (y) 4.0% of the aggregate assets held by, or related to, the Foreign Subsidiaries of the Company determined at any time in accordance with GAAP as disclosed in the financial statements or in the footnotes to the financial statements of the Company most recently delivered pursuant to Section 5.01(a) or (b) (or, prior to the first such delivery of financial statements, in the financial statements referred to in Section 3.04(a)).

(l) Indebtedness of any Person that becomes a Subsidiary after the date hereof; provided that (i) such Indebtedness exists at the time such Person becomes a Subsidiary and is not created in contemplation of or in connection with such Person becoming a Subsidiary and (ii) the

aggregate principal amount of Indebtedness permitted by this clause (l) at any time outstanding shall not exceed \$35,000,000;

(m) Indebtedness arising out of Capital Leases incurred in connection with sale and leaseback transactions permitted by Section 6.07;

(n) [reserved];

(o) Indebtedness arising out of customer deposits in the ordinary course of business;

(p) Indebtedness with respect to surety bonds and similar arrangements incurred in the ordinary course of business;

(q) Indebtedness arising in connection with (i) any Permitted Foreign Securitization or (ii) any Permitted Floorplan Vehicle Transaction;

(r) Indebtedness of the Company incurred in connection with insurance premium financing arrangements not to exceed \$10,000,000 in the aggregate at any time outstanding;

(s) Guarantees of obligations of Persons other than Subsidiaries that, for so long as Section 6.06 is in effect, are permitted Investments under such Section;

(t) other Indebtedness not to exceed \$25,000,000 at any time outstanding;

(u) Indebtedness of the Company, any other Loan Party or any other Subsidiary that owns a Fond du Lac Facility, including the Fond du Lac Existing Indebtedness, that is secured by assets included in the Fond du Lac Facility; provided that the aggregate principal amount of Indebtedness permitted by this paragraph (u), together with the aggregate amount of sale and leaseback transactions consummated pursuant to clause (v) of Section 6.07 and the aggregate amount of any refinancing Indebtedness in respect of such Indebtedness incurred in reliance on paragraph (f) above, shall not exceed \$30,000,000 at any time outstanding; and

(v) Floorplan Receivables Permitted Indebtedness.

SECTION 6.02 Liens. No Loan Party will, nor will it permit any of its Subsidiaries to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof except:

(a) Liens consisting of cash collateral with respect to Letters of Credit;

(b) Permitted Encumbrances;

(c) any Lien on any property or asset of any Borrower or any Subsidiary existing on the date hereof and listed in Schedule 6.02; provided that (i) no such Lien shall extend to any other property or asset of any Borrower or any Subsidiary and (ii) any such Lien shall secure only those obligations which it secures on the date hereof and extensions, renewals and replacements thereof that are permitted hereby;

(d) Liens on fixed or capital assets acquired, constructed or improved by any Borrower or any Subsidiary; provided that (i) such security interests secure Indebtedness permitted by Section 6.01(e), (ii) such security interests and the Indebtedness secured thereby are incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets and (iv) such security interests shall not apply to any other property or assets of such Borrower or Subsidiary or any other Borrower or Subsidiary;

(e) any Lien existing on any property or asset prior to the acquisition thereof by any Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary or is merged or consolidated with any Borrower or any Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary or is so merged or consolidated securing Indebtedness permitted under Section 6.01(l); provided that (i) such Lien is not created in contemplation of or in connection with such acquisition, merger or consolidation or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of such Borrower or Subsidiary or any other Borrower or Subsidiary and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition, merger or consolidation or the date such Person becomes a Subsidiary, as the case may be, and extensions, renewals and replacements thereof that are permitted hereby;

(f) interests of a lessor under any Capital Lease entered into in connection with sale and leaseback transactions permitted pursuant to Section 6.07;

(g) Liens granted by a Subsidiary that is not a Loan Party in favor of any Borrower or another Subsidiary in respect of Indebtedness owed by such Subsidiary;

(h) Liens on property or assets of Foreign Subsidiaries and Foreign Holdcos outside the United States of America, Liens on Foreign Equity Interests and Liens on Foreign Receivables securing Indebtedness permitted by Section 6.01(k);

(i) Liens securing Indebtedness permitted by Section 6.01(i); provided that such Liens are limited to Liens on the Available Collateral; and Liens on cash and Cash Equivalents securing Indebtedness permitted by Section 6.01(o) or (p);

(j) Liens on (i) Foreign Receivables and related assets arising in connection with any Permitted Foreign Securitization and (ii) Liens on Floorplan Borrowing Base Assets and related assets or interests therein arising in connection with any Permitted Floorplan Vehicle Transaction;

(k) Liens consisting of rights of first refusal, put/sale options and other customary arrangements with respect to, and restrictions on, the sale, pledge or other transfer of Equity Interests in Persons in which not all the Equity Interests are owned by the Company and its Subsidiaries;

(l) Liens arising from precautionary UCC financing statements or other Lien filings made in respect of any lease or other Disposition permitted by this Agreement;

(m) Liens on rights in respect of insurance premiums paid on behalf of the Company securing Indebtedness permitted pursuant to Section 6.01(r);

(n) other Liens securing obligations in an aggregate amount outstanding at any time not in excess of \$15,000,000;

(o) Liens on the Fond du Lac Facility securing Indebtedness permitted by Section 6.01(u) or any refinancing thereof permitted by Section 6.01(f);

(p) (i) Liens on proceeds of dispositions of assets pledged in compliance with this Agreement to secure other Indebtedness to the extent such proceeds are held following such disposition pending application thereof in accordance with the requirements of such other Indebtedness; and (ii) Liens on cash or Cash Equivalents of the Company or any Subsidiary arising in connection with defeasing Existing 2021 Notes or otherwise making them subject to cash collateral or escrow arrangements satisfactory to the Administrative Agent; and

(q) Floorplan Receivables Permitted Liens.

SECTION 6.03 Fundamental Changes.

(a) No Loan Party will, nor will it permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing (i) any Borrower (other than the Company) or any Subsidiary of a Borrower may merge into a Borrower in a transaction in which a Borrower is the surviving entity, (ii) any Loan Party (other than a Borrower) may merge or liquidate into any Loan Party in a transaction in which the surviving entity is a Loan Party, (iii) any Subsidiary that is not a Loan Party may liquidate or dissolve if the Company determines in good faith that such liquidation or dissolution is in the best interests of the Company and is not materially disadvantageous to the Lenders, (iv) any non-Loan Party may merge into, or consolidate with, a Loan Party in a transaction in which the surviving entity is a Loan Party, (v) any non-Loan Party may merge into, or consolidate with, another non-Loan Party and (vi) any Subsidiary (other than a Borrower) may merge into or consolidate with any Person in a transaction permitted under Section 6.04 in which the surviving entity is not a Subsidiary; provided that, for so long as Section 6.06 is in effect, any such merger constituting an Investment and involving a Person that is not a wholly-owned Subsidiary immediately prior to such merger shall not be permitted unless also permitted by such Section.

(b) No Loan Party will, nor will it permit any of its Subsidiaries to, engage in any business other than businesses of the type conducted by any of the Borrowers and their Subsidiaries on the date of execution of this Agreement and businesses reasonably related thereto.

SECTION 6.04 Dispositions. No Loan Party will, nor will it permit any of its Subsidiaries to, make any Disposition of its property, whether now owned or hereafter acquired (including receivables and leasehold interests and any Equity Interest owned by it), nor will any Loan Party permit any of its Subsidiaries to issue any additional Equity Interest in such Subsidiary (other than to another Borrower or another Subsidiary in compliance with Section 6.05), except for:

(a) sales, transfers and dispositions of inventory or of worn out or surplus equipment in the ordinary course of business;

(b) Dispositions to any Borrower or any other Subsidiary, provided that any such Dispositions by a Loan Party to a Subsidiary that is not a Loan Party shall be made in compliance with Section 6.06 for so long as such Section is in effect;

(c) Dispositions of accounts receivable in connection with the compromise, settlement or collection thereof in the ordinary course of business and consistent with past practices;

- (d) Dispositions that are Investments that, so long as Section 6.06 is in effect, are permitted by such Section;
- (e) sales to effect sale and leaseback transactions permitted by Section 6.07;
- (f) Dispositions resulting from any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any property or asset of any Borrower or any Subsidiary;
- (g) Dispositions of assets (other than Equity Interests in a Subsidiary of the Company unless all such Equity Interests in such Subsidiary are sold) that are not permitted by any other paragraph of this Section, provided that the fair market value of all assets sold, transferred or otherwise disposed of in reliance upon this paragraph (g) in the aggregate in any fiscal year shall not at the time of such sale, transfer or other disposal exceed 15% of Total Assets as of the last day of the immediately preceding fiscal year;
- (h) Restricted Payments that, for so long as Section 6.08 is in effect, are permitted by such Section;
- (i) Dispositions listed on Schedule 6.04;
- (j) Dispositions of cash and Cash Equivalents in the ordinary course of business or in connection with a transaction otherwise permitted under this Agreement;
- (k) Dispositions in connection with (i) a Permitted Foreign Securitization or (ii) a Permitted Floorplan Vehicle Transaction;
- (l) Dispositions of receivables, leases and secured loans in the ordinary course of business and consistent with past practices in connection with customer finance programs or Dispositions of receivables, leases and secured loans in the ordinary course of business in connection with any Floorplan Receivables Permitted Indebtedness;
- (m) Dispositions of inventory between or among any Borrower and any Subsidiary in the ordinary course of business and consistent with past practices; and
- (n) Dispositions of any interests in the BAC Joint Venture in connection with any amendment, modification, replacement or termination thereof;

provided that all Dispositions permitted hereby (other than those permitted by Section 6.04(b) (to the extent the applicable transaction is solely among Loan Parties), Section 6.04(d), Section 6.04(f), Section 6.04(h) and Section 6.04(m) above) shall be made for fair value.

SECTION 6.05 Transactions with Affiliates. No Loan Party will, nor will it permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions that are at prices and on terms and conditions not less favorable to such Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions solely between or among any Borrower and any Subsidiary that is a Loan Party not involving any other Affiliate, (c) any loans, advances, Guarantees and other Investments that, so long as Section 6.06 is in effect, are permitted by paragraphs (b), (c), (d), (f), (h), (i) or (l) of such Section, (d)

any Indebtedness permitted under Section 6.01(b), (c), (d) or, to the extent relating to the foregoing, (f), (e) any Restricted Payment that, if made at a time when Section 6.08 is in effect, is permitted by such Section, (f) loans or advances to employees that, so long as Section 6.06 is in effect, are permitted under such Section, (g) the payment of reasonable fees to directors of any Borrower or any Subsidiary, and compensation and employee benefit arrangements paid to, and indemnities provided for the benefit of, directors, officers or employees of the Borrowers or their Subsidiaries in the ordinary course of business, (h) any issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment agreements, stock options, equity incentive and stock ownership plans approved by a Borrower's or Subsidiary's board of directors and the 2005 Elective Deferred Incentive Compensation Plan, (i) transactions with the BAC Joint Venture consisting of (x) receivables securitizations entered into in the ordinary course of business and consistent with past practices and (y) cash equity contributions by the Company and/or any Subsidiary to the BAC Joint Venture permitted by Section 6.06(n), (j) transactions arising in connection with any Permitted Foreign Securitization or any Permitted Floorplan Vehicle Transaction, and (k) sales of inventory permitted by Section 6.04(m).

SECTION 6.06 Investments, Loans, Advances, Guarantees and Acquisitions. Subject to Section 10.21, no Loan Party will, nor will it permit any Subsidiary to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a Loan Party and a wholly owned Subsidiary prior to such merger) any Equity Interests, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances or extensions of credit to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person constituting a business unit (whether through purchase of assets, merger or otherwise) (each such transaction, an "Investment"), except:

(a) Cash Equivalents;

(b) Investments in existence on the date of this Agreement and described on Schedule 6.06;

(c) intercompany Investments (including intercompany Guarantees of Indebtedness) by the Company in any Subsidiary or by any Subsidiary in the Company or any other Subsidiary; provided that the aggregate amount of any Investments made after the Effective Date in reliance on this paragraph (c) by Loan Parties in Subsidiaries that are not Loan Parties (other than Investments arising as a result of cash management transactions in the ordinary course of business and consistent with past practices and Guarantees permitted under Section 6.01(k)) shall not exceed \$20,000,000 at any time outstanding;

(d) Guarantees constituting Indebtedness permitted by Section 6.01; provided that the aggregate amount of any Guarantees incurred in reliance on this paragraph (d) by any Loan Party of any Indebtedness of Subsidiaries that are not Loan Parties shall not exceed \$25,000,000;

(e) loans or advances made by any Loan Party and the Subsidiaries to their employees on an arms'-length basis in the ordinary course of business and consistent with past practices for travel and entertainment expenses, relocation costs and similar purposes up to a maximum of \$5,000,000 in the aggregate at any time outstanding;

(f) notes payable, or stock or other securities issued by account debtors to any Loan Party pursuant to negotiated agreements with respect to settlement of such account debtor's accounts and

other Investments arising in connection with the compromise, settlement or collection of accounts receivable, in each case in the ordinary course of business and consistent with past practices;

(g) Investments in the form of Swap Agreements permitted by Section 6.12;

(h) Investments of any Person existing at the time such Person becomes a Subsidiary of the Company or consolidates or merges with the Company or any of the Subsidiaries (including in connection with a Permitted Acquisition) so long as such Investments were not made in contemplation of such Person becoming a Subsidiary or of such merger;

(i) Investments received in connection with the dispositions of assets permitted by Section 6.04;

(j) Investments constituting deposits described in clauses (c) and (d) of the definition of the term "Permitted Encumbrances";

(k) Permitted Acquisitions, so long as both immediately before and immediately after giving pro forma effect to such Permitted Acquisition, the Company is in compliance with Section 6.11;

(l) Guarantees by the Company or any of its Subsidiaries of leases (other than Capital Leases) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(m) Investments in an aggregate amount not to exceed (i) together with Investments in joint ventures and Permitted Foreign Acquisitions made pursuant to Section 6.06(o)(iii)(A), \$75,000,000 at any time outstanding plus (ii) additional amounts so long as both immediately before and immediately after giving pro forma effect to such Investment, no Event of Default shall have occurred and be continuing and the Company shall be in compliance with Section 6.11;

(n) Investments in the BAC Joint Venture (A) existing on the Effective Date, and (B) made after the Effective Date pursuant to the BAC Joint Venture Obligations in accordance with the BAC LLC Agreement as in effect on the Effective Date (or as amended or replaced); and Investments made in Brunswick Financial Services Corporation to the extent the proceeds thereof are applied to make any such Investment in the BAC Joint Venture;

(o) (i) Investments in the joint ventures identified on Schedule 6.06(o) from and after the Effective Date in an aggregate amount not to exceed \$20,000,000 at any time outstanding; provided that immediately before and immediately after giving pro forma effect to such Investment, no Default or Event of Default shall have occurred and be continuing or would result therefrom; (ii) Investments to acquire minority interests in Foreign Subsidiaries from and after the Effective Date in an aggregate amount not to exceed \$10,000,000 at any time outstanding; provided that immediately before and immediately after giving pro forma effect to such Investment, no Default or Event of Default shall have occurred and be continuing or would result therefrom; and (iii) additional Investments in joint ventures and Permitted Foreign Acquisitions, in each case, in an aggregate amount not to exceed (A) together with Investments made pursuant to Section 6.06(m)(i), \$75,000,000 at any time outstanding plus (B) additional amounts so long as both immediately before and immediately after giving pro forma effect to such Investment or Permitted Foreign Acquisition, no Event of Default shall have occurred and be continuing and the Company shall be in compliance with Section 6.11;

(p) Investments acquired as a result of the performance of Customer Finance Program Obligations and other Investments arising in connection with the compromise, settlement or collection of such Investments in the ordinary course of business and consistent with past practices; Investments consisting of Indebtedness of customers held pending Disposition pursuant to a customer finance program in the ordinary course of business and consistent with past practices; and Investments in an aggregate amount not to exceed \$5,000,000 at any time outstanding of Blue Water Dealer Services, Inc. consisting of Indebtedness of retail customers held until funded by a retail finance lender;

(q) Investments arising in connection with any Permitted Foreign Securitization or any Permitted Floorplan Vehicle Transaction and Investments that are Floorplan Borrowing Base Assets; and

(r) other Investments not otherwise permitted by this Section 6.06 in an aggregate amount not to exceed \$25,000,000 at any time outstanding.

SECTION 6.07 Sale and Leaseback Transactions. No Loan Party will, nor will it permit any Subsidiary to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, except for (i) any such sale of any fixed or capital assets by any Borrower or any Subsidiary that is made for cash consideration in an amount not less than the fair value of such fixed or capital asset and is consummated within 180 days after such Borrower or such Subsidiary acquires or completes the construction of such fixed or capital asset, provided that the aggregate amount of sale and leaseback transactions consummated pursuant to this clause (i) shall not exceed \$50,000,000, (ii) Permitted Refinancing Sale and Leaseback Transactions in an aggregate amount at any time outstanding, together with the aggregate amount of sale and leaseback transactions consummated under clause (iii) below and the aggregate principal amount of Indebtedness incurred under Section 6.01(i), not to exceed \$300,000,000, (iii) Permitted Other Sale and Leaseback Transactions in an aggregate amount at any time outstanding not to exceed \$70,000,000 or, together with the aggregate amount of sale and leaseback transactions consummated under clause (ii) above and the aggregate principal amount of Indebtedness incurred under Section 6.01(i), not to exceed \$300,000,000, (iv) Permitted Foreign Sale and Leaseback Transactions in an aggregate amount, together with the aggregate principal amount of Indebtedness incurred under Section 6.01(k) at any time outstanding, not to exceed the greater of (x) \$100,000,000 and (y) 4.0% of the aggregate assets held by, or related to, the Foreign Subsidiaries of the Company determined at any time in accordance with GAAP as disclosed in the financial statements or in the footnotes to the financial statements of the Company most recently delivered pursuant to Section 5.01(a) or (b) (or, prior to the first such delivery of financial statements, in the financial statements referred to in Section 3.04(a)), and (v) Fond du Lac Sale and Leaseback Transactions in an aggregate amount, together with the aggregate principal amount of Indebtedness incurred under Section 6.01(u) and the aggregate amount of any refinancing Indebtedness in respect of such Indebtedness incurred in reliance on Section 6.01(f) at any time outstanding, not to exceed \$70,000,000.

SECTION 6.08 Restricted Payments: Certain Payments of Indebtedness.

(a) Subject to Section 10.21, no Loan Party will, nor will it permit any Subsidiary to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except (i) each Loan Party and its Subsidiaries may declare and pay dividends or other distributions with respect to its common Equity Interests payable solely in

additional shares of its common Equity Interests, and, with respect to its preferred Equity Interests, payable solely in additional shares of such preferred Equity Interests or in shares of its common Equity Interests, (ii) Subsidiaries may declare and pay dividends ratably with respect to their Equity Interests, (iii) the Company may make Restricted Payments, not exceeding \$2,000,000 during any fiscal year, pursuant to and in accordance with stock option plans or other benefit plans for management or employees of the Company and any of its Subsidiaries and for deceased and terminated employees and present and former directors (including their estates), (iv) the Company may declare and pay dividends with respect to any preferred Equity Interests and (v) the Company may make other Restricted Payments in an unlimited amount so long as both immediately before and immediately after giving pro forma effect thereto, no Default or Event of Default shall have occurred and be continuing and the Company shall be in compliance with Section 6.11.

(b) Subject to Section 10.21, no Loan Party will, nor will it permit any Subsidiary to, make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on any Indebtedness, or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Indebtedness, except:

(i) payment of Indebtedness created under the Loan Documents;

(ii) payment of regularly scheduled interest and principal payments as and when due in respect of any Indebtedness, other than payments in respect of the Subordinated Indebtedness prohibited by the subordination provisions thereof;

(iii) refinancings of Indebtedness to the extent permitted by Section 6.01;

(iv) payment of secured Indebtedness that becomes due as a result of the Disposition of the property or assets securing such Indebtedness;

(v) payment of Indebtedness owed to the Company or any other Loan Party, payment of Indebtedness owed to any Subsidiary arising in respect of cash management transactions in the ordinary course of business and consistent with past practices, and payment of any Indebtedness owed to any Subsidiary that was originally incurred as a cash management transaction in the ordinary course of business and consistent with past practices;

(vi) payment of Indebtedness under overdraft facilities and under short-term or demand credit facilities;

(vii) [reserved]; and

(viii) so long as both immediately before and immediately after giving pro forma effect thereto, no Default or Event of Default shall have occurred and be continuing and the Company shall be in compliance with Section 6.11, other payments in respect of Indebtedness in an unlimited amount.

SECTION 6.09 Restrictive Agreements. No Loan Party will, nor will it permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of such Loan Party or any of its Subsidiaries to create, incur or permit to exist any Lien upon any of its property or assets to

secure the Obligations, (b) the ability of any Subsidiary to pay dividends or other distributions with respect to any of its Equity Interests or to make or repay loans or advances to, or other Investments in, any Borrower or any other Subsidiary or to Guarantee the Obligations or (c) the ability of any Subsidiary to transfer any of its assets to the Borrowers or any other Subsidiary of the Borrowers; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law or by any Loan Document, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 6.09 (or to any extension or renewal of, or any amendment or modification thereof (or, in the case of any such restriction or condition contained in any agreement relating to the BAC Joint Venture, any replacement thereof, whether contained in the same or a different document), to the extent the scope of any such restriction or condition is not expanded in any material respect), (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to (A) Indebtedness secured by, or sale and leaseback transactions in respect of, Available Collateral, provided such restrictions apply solely to the assets included in the Available Collateral and the Subsidiaries that own the Available Collateral, (B) (i) any Permitted Foreign Securitization, provided such restrictions apply solely to the applicable Foreign Receivables and related assets, any applicable Permitted Foreign Securitization Subsidiary and the Subsidiaries that own such Foreign Receivables, or (ii) any Permitted Floorplan Vehicle Transaction, provided such restrictions apply solely to the applicable Floorplan Borrowing Base Assets and related assets or interests therein, any applicable Permitted Floorplan Vehicle Transaction Subsidiary and the Company and any Subsidiaries that own such Floorplan Borrowing Base Assets and related assets or interests therein, (C) any Indebtedness incurred under Section 6.01(k), provided such restrictions apply solely to the applicable Foreign Subsidiary or Foreign Holdco and its Subsidiaries, or (D) Indebtedness secured by, or sale and leaseback transactions in respect of, the Fond du Lac Facility, provided such restrictions apply solely to the Fond du Lac Facility and the Subsidiaries that own the Fond du Lac Facility, (iv) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary or assets pending such sale, provided such restrictions and conditions apply only to the Subsidiary or assets to be sold, (v) clause (a) of the foregoing shall not apply to (A) customary restrictions and conditions contained in agreements relating to Indebtedness permitted to be incurred after the Effective Date or (B) restrictions or conditions imposed by any agreement relating to any secured Indebtedness or any sale and leaseback transaction permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness or (y) any Indebtedness of any Foreign Subsidiary if such restrictions or conditions apply only to property or assets of Foreign Subsidiaries, (vi) clause (a) of the foregoing shall not apply to customary provisions in leases restricting the assignment thereof, and (vii) the foregoing shall not apply to restrictions and conditions imposed on any Subsidiary by agreements relating to Indebtedness permitted under Section 6.01(l) and in existence at the time such Subsidiary became a Subsidiary.

SECTION 6.10 Amendment of Material Documents. Subject to Section 10.21, no Loan Party will, nor will it permit any Subsidiary to, amend, modify or waive any of its rights under (a) any agreement relating to any Subordinated Indebtedness, the Existing Notes (including the Existing Notes Indentures) or any Material Indebtedness incurred in reliance on Section 6.01(i) or (j) (it being agreed that nothing in this Section shall prohibit any refinancing of Indebtedness permitted under Section 6.08) or (b) its certificate of incorporation, by-laws, operating, management or partnership agreement or other organizational documents, in each case to the extent any such amendment, modification or waiver would be materially adverse to the Lenders.

SECTION 6.11 Financial Covenants.

(1) Minimum Interest Coverage Ratio. The Loan Parties will not permit the Interest Coverage Ratio as at the last day of any Test Period to be less than 3.00 to 1.00.

(2) Maximum Leverage Ratio. The Loan Parties will not permit the Leverage Ratio as at the last day of any Test Period to be more than 3.50 to 1.00.

SECTION 6.12 Swap Agreements. No Loan Party will, nor will it permit any of its Subsidiaries to, enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which any Borrower or any Subsidiary has actual exposure (other than those in respect of Equity Interests of any Subsidiary of the Company, except for Swap Agreements that are entered into for the purpose of hedging (i) the distribution of proceeds to be received from the disposition of an asset or (ii) the anticipated earnings of a Subsidiary) and (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of any Borrower or any Subsidiary or with respect to any refinancing or replacement of any such liability or investment or any potential issuance of Indebtedness.

SECTION 6.13 Changes in Fiscal Periods. No Loan Party will, nor will it permit any of its Subsidiaries to, permit the fiscal year of any Loan Party to end on a day other than December 31 or change a Loan Party's method of determining fiscal quarters.

SECTION 6.14 Lines of Business. No Loan Party will, nor will it permit any of its Subsidiaries to, enter into any business, either directly or through any Subsidiary, except for those businesses in which the Loan Party and its Subsidiaries are engaged on the date of this Agreement or that are reasonably related thereto.

ARTICLE VII

EVENTS OF DEFAULT

If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement or under any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three Business Days or more;

(c) any representation or warranty made or deemed made by or on behalf of any Loan Party or any of their Subsidiaries in or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been incorrect in any material respect when made or deemed made or furnished;

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03 (with respect to any Loan Party's existence) or 5.08 or Article VI ;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a), (b), (c) or (d) of this Article) or any other Loan Document and such failure shall continue unremedied for a period of 30 or more days after notice thereof from the Administrative Agent;

(f) any Loan Party or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable, or any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(g) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) bankruptcy, liquidation, winding up, dissolution, reorganization, examination, suspension of general operations or other relief in respect of a Loan Party or any Subsidiary (other than any Non-Material Subsidiary) of a Loan Party or its debts, or of a substantial part of its assets, under any Insolvency Law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or any Subsidiary (other than any Non-Material Subsidiary) of any Loan Party or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of 60 or more days or an order or decree approving or ordering any of the foregoing shall be entered;

(h) any Loan Party or any Subsidiary (other than any Non-Material Subsidiary) of any Loan Party shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Insolvency Law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (g) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or any Subsidiary (other than any Non-Material Subsidiary) of a Loan Party or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(i) any Loan Party or any Subsidiary (other than any Non-Material Subsidiary) of a Loan Party shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(j) one or more judgments for the payment of money in an aggregate amount in excess of \$50,000,000 shall be rendered against any Loan Party or any Subsidiary of any Loan Party or any combination thereof and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Loan Party or any Subsidiary of any Loan Party to enforce any such judgment;

(k) (i) an ERISA Event shall have occurred, (ii) a trustee shall be appointed by a United States district court to administer any Plan, (iii) the PBGC shall institute proceedings to terminate

any Plan(s) or (iv) any Loan Party or any of their respective ERISA Affiliates shall have been notified by the sponsor of a Multiemployer Plan that it has incurred or will be assessed Withdrawal Liability to such Multiemployer Plan; and in each case in clauses (i) through (iv) above, such event or condition, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(l) a Change in Control shall occur;

(m) except as provided in Section 10.18, the Loan Guaranty shall fail to remain in full force or effect with respect to any Guarantor or any action shall be taken by any Guarantor to discontinue or to assert the invalidity or unenforceability of the Loan Guaranty with respect to any Guarantor, or any Guarantor shall deny that it has any further liability under the Loan Guaranty, or shall give notice to such effect, or shall contest the enforceability of the Loan Guaranty;

(n) [reserved];

(o) any Loan Party or any Subsidiary of any Loan Party shall (i) be the subject of any proceeding or investigation pertaining to the release of any Hazardous Material into the indoor or outdoor environment, or (ii) violate any Environmental Law, which, in the case of any event described in clause (i) or clause (ii), has resulted in an Environmental Liability in an amount which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, which Environmental Liability is not properly reserved against, paid, bonded or otherwise discharged within thirty (30) days or which is not being reasonably contested in good faith; provided that, after taking into account any such reserve, or the terms of any such payment, bond or discharge, or the pendency of any such contestment, such Environmental Liability could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; or

(p) or any Loan Party shall challenge the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction based on any such assertion, that any Loan Document has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms;

then, and in every such event (other than an event with respect to any of the Borrowers described in clause (g) or (h) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Company (on behalf of itself and all other Loan Parties), take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Loan Parties accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Loan Parties; in case of any event with respect to the Borrowers described in clause (g) or (h) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Loan Parties accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Loan Parties. Upon the occurrence and the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the

Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the Uniform Commercial Code.

ARTICLE VIII

THE ADMINISTRATIVE AGENT

Each of the Lenders and the Issuing Lenders hereby irrevocably appoints the Administrative Agent as its agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents, 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 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 such Person and its Affiliates may accept deposits from, lend money to, invest in and generally engage in any kind of business with the Loan Parties or any Subsidiary of a Loan Party or other Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.02), and (c) except as expressly set forth herein and in the other Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any Subsidiary of any Loan Party that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.02) or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall not be deemed to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Company or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein, (iv) the adequacy, accuracy or completeness of any information (whether oral or written) set forth herein or therein, or in connection herewith or therewith, (v) the validity, enforceability, adequacy, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, (i) any representation, notice, request, certificate, consent, statement, instrument, document or other writing or communication believed by it to be genuine and to have been authorized, signed or sent by the proper Person, (ii) any statement made to it orally or by telephone and believed by it to be made or authorized by the proper Person or (iii) any statement made by a director, authorized signatory or employee of any Person regarding any matters which may reasonably be assumed to be within his or her knowledge or within his or her power to verify. The Administrative Agent may consult with legal counsel (who may be counsel for the Company or any of its Subsidiaries), 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.

The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

The Administrative Agent may resign at any time by notifying the Lenders, the Issuing Lenders and the Company. Upon any such resignation, the Required Lenders shall have the right to appoint a successor with (unless an Event of Default shall have occurred and be continuing) the prior written consent of the Company (which consent shall not be unreasonably withheld). If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent's resignation shall nonetheless become effective and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and (2) the Required Lenders shall perform the duties of the Administrative Agent (and all payments and communications 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 Required Lenders appoint a successor agent as provided for above in this paragraph. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges, obligations and duties of the retiring (or retired) Administrative Agent and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder (if not already discharged therefrom as provided above in this paragraph). The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 10.03 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender 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 and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Except as otherwise provided in Section 10.02(b) with respect to this Agreement, the Administrative Agent may, with the prior consent of the Required Lenders (but not otherwise), consent to any modification, supplement or waiver under any of the Loan Documents.

Notwithstanding anything herein to the contrary, the Joint Lead Arrangers, Joint Bookrunners, Syndication Agents and Documentation Agents named on the cover page of this Agreement shall not have any duties or liabilities under this Agreement, except in their capacity, if any, as Lenders.

ARTICLE IX

GUARANTEE

SECTION 9.01 The Guarantee. Each Guarantor hereby agrees that, subject to Section 9.12, it is jointly and severally liable for, and, as primary obligor and not merely as surety, absolutely and unconditionally guarantees to each Credit Party and their respective successors and assigns the prompt payment in full when due (whether by acceleration or otherwise) of the principal of and interest on the Loans made by the Lenders to each Borrower and all reimbursement obligations in respect of LC Disbursements and all interest thereon payable by each Borrower pursuant to this Agreement, and all other amounts from time to time owing to the Credit Parties by each Borrower under this Agreement or under any of the other Loan Documents, any Letter of Credit, any Specified Swap or Banking Services Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Credit Parties, in each case strictly in accordance with the terms thereof) (such obligations being herein collectively called the “Guaranteed Obligations”; provided that, for purposes of determining any Guaranteed Obligations of any Guarantor under this Agreement, the definition of “Guaranteed Obligations” shall not create any guarantee by any Guarantor of any Excluded Swap Obligations of such Guarantor). Each Guarantor hereby further agrees any Borrower shall fail to pay in full when due (whether by acceleration or otherwise) any of the Guaranteed Obligations, such Guarantor will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether by acceleration or otherwise) in accordance with the terms of such extension or renewal.

SECTION 9.02 Obligations Unconditional. The Guaranteed Obligations of each Guarantor are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of the Borrowers under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section that the obligations of each Guarantor hereunder shall be absolute and unconditional under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor hereunder, which shall remain absolute and unconditional as described above:

- (i) at any time or from time to time, without notice to such Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;
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(ii) any of the acts mentioned in any of the provisions of this Agreement or any other agreement or instrument referred to herein shall be done or omitted;

(iii) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement or any other agreement or instrument referred to herein shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with; or

(iv) any lien or security interest granted to, or in favor of, the Administrative Agent, any Issuing Lender or Issuing Lenders or any Lender or Lenders as security for any of the Guaranteed Obligations shall fail to be perfected.

Each Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent, any Issuing Lender or any Lender exhaust any right, power or remedy or proceed against any Borrower or Guarantor under this Agreement or any other agreement or instrument referred to herein, or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations.

Each Guarantor represents and warrants that in executing and delivering this Agreement as guarantor, such Guarantor has (i) without reliance on any Lender, any Issuing Lender or the Administrative Agent or any information received from any Lender, any Issuing Lender or the Administrative Agent and based upon such documents and information such Guarantor deems appropriate, made an independent investigation of the transactions contemplated hereby, the other Loan Parties, their respective business, assets, operations, prospects and condition, financial or otherwise, and any circumstances which may bear upon such transactions, the other Loan Parties or the obligations and risks undertaken herein with respect to the Guaranteed Obligations; (ii) adequate means to obtain from the other Loan Parties on a continuing basis information concerning the other Loan Parties; (iii) full and complete access to the Loan Documents and any other documents executed in connection with the Loan Documents; and (iv) not relied and will not rely upon any representations or warranties of any Lender, any Issuing Lender or the Administrative Agent not embodied herein or any acts heretofore or hereafter taken by any Lender, any Issuing Lender or the Administrative Agent (including any review by any Lender, any Issuing Lender or the Administrative Agent of the affairs of any other Loan Party).

SECTION 9.03 Reinstatement. Subject to Section 9.12, the obligations of each Guarantor under this Article shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Borrower in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and such Guarantor agrees that it will indemnify the Administrative Agent, each Issuing Lender and each Lender on demand for all reasonable costs and expenses (including reasonable fees of counsel) incurred by the Administrative Agent, such Issuing Lender or such Lender in connection with such rescission or restoration, including any such reasonable costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

SECTION 9.04 Subrogation. Each Guarantor hereby agrees that until the payment and satisfaction in full of all Obligations and the expiration or termination of all Letters of Credit and all Commitments, it shall not exercise any right or remedy arising by reason of any performance by it of its

guarantee in Section 9.01, whether by subrogation or otherwise, against any Loan Party or any other guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations.

SECTION 9.05 Remedies. Each Guarantor agrees that, as between each Guarantor on the one hand and the Administrative Agent, the Issuing Lenders and the Lenders on the other, the obligations of each Borrower under this Agreement may be declared to be forthwith due and payable as provided in Article VII (and shall be deemed to have become automatically due and payable in the circumstances provided in Article VII) for purposes of Section 9.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against such Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by such Borrower) shall forthwith become due and payable by the Guarantors for purposes of Section 9.01.

SECTION 9.06 Instrument for the Payment of Money. Each Guarantor hereby acknowledges that the guarantee in this Article constitutes an instrument for the payment of money, and consents and agrees that any Issuing Lender, any Lender or the Administrative Agent, at its sole option, in the event of a dispute by any Guarantor in the payment of any moneys due hereunder, shall have the right to bring motion-action under New York CPLR Section 3213.

SECTION 9.07 Continuing Guarantee. The guarantee in this Article is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising until the expiration or termination of the Commitments and payment in full of the principal of and interest on each Loan and all fees and other amounts payable hereunder and the expiration or termination of all Letters of Credit and the reimbursement of all LC Disbursements.

SECTION 9.08 Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 9.10), the Company agrees that in the event a payment in respect of any Guaranteed Obligation or Obligation shall be made by any other Guarantor under this Agreement, the Company shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment.

SECTION 9.09 Contribution and Subrogation. Each Guarantor (other than the Company) (a “Contributing Party”) agrees (subject to Section 9.10) that, in the event a payment shall be made by any other Guarantor (other than the Company) hereunder in respect of any Guaranteed Obligation to satisfy any Obligation owed to any Credit Party and such other Guarantor (the “Claiming Party”) shall not have been fully indemnified by the Company as provided in Section 9.08, the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors (other than the Company) on the date hereof (or, in the case of any Guarantor becoming a party hereto after the date hereof, the date on which it became a Guarantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 9.09 shall (subject to Section 9.10) be subrogated to the rights of such Claiming Party under Section 9.08 to the extent of such payment.

SECTION 9.10 Subordination. Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors under Sections 9.08 and 9.09 and all other rights of the

Guarantors of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of the Company or any Guarantor to make the payments required by Sections 9.08 and 9.09 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder, and each Guarantor shall remain liable for the full amount of the obligations of such Guarantor hereunder.

SECTION 9.11 Maximum Liability and Contribution. Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor under Section 9.01 and under the other Loan Documents shall in no event exceed the amount which is permitted under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in the last paragraph of this Section 9.11).

(a) Each Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Article IX or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 9.04. The provisions of this paragraph shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Credit Parties for the full amount guaranteed by such Guarantor hereunder.

SECTION 9.12 Keepwell. Each Qualified Keepwell Provider hereby jointly and severally absolutely, unconditionally, and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Article IX in respect of any Swap Obligation (provided, however, that each Qualified Keepwell Provider shall only be liable under this Section 9.12 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 9.12, or otherwise under this Article IX, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified Keepwell Provider under this Section 9.12 shall remain in full force and effect until such time as such Qualified Keepwell Provider is released from its Obligations hereunder. Each Qualified Keepwell Provider intends that this Section 9.12 constitute, and this Section 9.12 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 9.13 Release. Notwithstanding any other provision of this Agreement, following the Guarantee Release Date, the Guarantees of the Guaranteed Obligations (other than the Company's Guarantee of the obligations of the other Borrowers under this Agreement and the other Loan Documents) shall be of no further force or effect and none of the Guarantors (other than the Company) shall have any further obligations under this Article IX.

ARTICLE X

MISCELLANEOUS

SECTION 10.01 Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to the Company, to it at 1 N. Field Court, Lake Forest, Illinois 60045, Attention of Randy Altman, Vice President and Treasurer (Facsimile No. (920) 907-2074; Telephone No. (847) 735-4599);

(ii) if to any other Loan Party, to the Company at the address set forth above (with a copy to such Loan Party at its address (or facsimile number), if any, (x) in the case of any Loan Party party hereto on the Effective Date, provided below its signature hereto (if any) or (y) in the case of any Loan Party that becomes party hereto after the Effective Date, set forth in the Designation Letter to which it is a party (if any));

(iii) if to the Administrative Agent, to JPMorgan Chase Bank, N.A., 500 Stanton Christiana Road, Ops 2 Floor 3, Newark, Delaware 19713, Attention of Jane Dreisbach (Telephone No. (302) 634-1704; Facsimile No. (302) 634-5881), with a copy to JPMorgan Chase Bank, N.A., 383 Madison Avenue, Floor 24, New York, New York 10179, Attention of Courtney Eng (Telephone No. (212) 270-7873; Facsimile No. (212) 270-5100); provided that any Borrowing Request or Interest Election Request relating to Alternative Currency Loans shall be delivered to J.P. Morgan Europe Limited, 25 Bank Street, Canary Wharf, London E14 5JP, Attention of Loans Agency; Facsimile No. +44 207 777 2360; email: loan_and_agency_london@jpmorgan.com);

(iv) if to (A) JPMCB, in its capacity as Issuing Lender, to JPMorgan Chase Bank, N.A., 10420 Highland Manor Drive, 4th Floor, Tampa, Florida 33610-9120, Attention of Global Trade Services (Facsimile No. (813) 432-5161), with a copy to JPMorgan Chase Bank, N.A., 500 Stanton Christiana Road, Ops 2 Floor 3, Newark, Delaware 19713, Attention of Jane Dreisbach (Telephone No. (302) 634-1704; Facsimile No. (302) 634-5881), and (B) to any other Issuing Lender, to it at its address (or facsimile number) set forth in its Administrative Questionnaire; and

(v) if to a Lender, to it at its address (or facsimile number) set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received or (ii) sent by facsimile shall be deemed to have been given when sent, provided that if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender pursuant to Article II unless otherwise agreed by the Administrative Agent and such Lender. The Administrative Agent or the

Company (on behalf of itself and all other Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) 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 not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) 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 (b)(i) of notification that such notice or communication is available and identifying the website address therefor. Without limiting the foregoing, the Administrative Agent agrees that, unless it shall otherwise advise the Company, notices to be delivered by any Borrower to the Administrative Agent pursuant to Article II (including any such notices permitted to be given by telephone or facsimile) may be delivered by e-mail transmissions to the Administrative Agent at such e-mail address (or addresses) as the Administrative Agent shall from time to time notify the Company.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto (or, in the case of any such change by a Lender, by notice to the Company and the Administrative Agent).

SECTION 10.02 Waivers; Amendments.

(a) No Deemed Waivers; Remedies Cumulative. No failure or delay by the Administrative Agent, any Issuing Lender or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Lenders and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Lender may have had notice or knowledge of such Default at the time.

(b) Amendments. Except as provided in Section 2.23 or 2.24, neither this Agreement, nor the other Loan Documents, nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Company (on behalf of itself and all other Loan Parties) and the Required Lenders or by the Company (on behalf of itself and all other Loan Parties) and the Administrative Agent with the written consent of the Required Lenders; provided that no such agreement shall

(i) increase the Commitment of any Lender without the written consent of such Lender;

(ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender affected thereby;

(iii) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby;

(iv) change Section 2.09(d) without the consent of each Lender affected thereby;

(v) change the obligations of the Company pursuant to Article IX without the written consent of each Lender;

(vi) change any of the provisions of this Section or the percentage in the definition of the term “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(vii) permit any Loan Party to assign its rights hereunder or, except after the Guarantee Release Date or as otherwise expressly permitted herein, release any material Guarantor from its Loan Guaranty without the consent of each Lender;

(ix) change any of the provisions of Section 2.22 without the written consent of each of the Administrative Agent and the Issuing Lenders;

(x) subordinate any Lien in favor of the Administrative Agent or Lenders or subordinate payment under any Loan Document without the written consent of each Lender; or

(xi) change any of the provisions of Section 2.18(b) without the written consent of each Lender.

provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Lender hereunder without the prior written consent of the Administrative Agent or such Issuing Lender, as the case may be.

(c) The Lenders hereby irrevocably authorize the Administrative Agent to take all actions specified in Section 10.18 with respect to any termination of the Guarantee of a Guarantor.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender” or “each Lender affected thereby”, the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a “Non-Consenting Lender”), then the Borrowers may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, provided that, concurrently with such replacement, (i) another bank or other entity (other than the Company or any of its Affiliates) which is reasonably satisfactory to the Borrowers and the Administrative Agent shall agree, as of such date, (x) to purchase for cash the Loans and other Borrower Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of

such date, (y) to comply with the requirements of paragraph (b) of Section 10.04 (with the Borrowers or the replacement Lender being responsible for any applicable processing or recordation fee) and (z) to consent to the relevant proposed amendment, and (ii) the Borrowers shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrowers hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15 and 2.17, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender. Each Lender agrees that an assignment required to be made by it pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrowers, the Administrative Agent and the assignee and that the Lender required to make such assignment need not be a party thereto.

SECTION 10.03 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties 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 syndication and distribution (including, without limitation, via the internet or through a service such as Intralinks) of the credit facilities provided for herein, the preparation and administration of this Agreement (including any releases or reinstatements in accordance with Section 10.18) and any other Loan Document or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by any Issuing Lenders in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Issuing Lender or any Lender, including the reasonable fees, charges and disbursements of any counsel for the Administrative Agent, any Issuing Lender or any Lender, in connection with the enforcement, collection or protection of its rights in connection with this Agreement or any other Loan Document, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred in connection with any workout, restructuring or negotiations in respect of such Loans or Letters of Credit. Expenses being reimbursed by the Loan Parties under this Section include, without limiting the generality of the foregoing, costs and expenses incurred in connection with (i) sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take; and (ii) forwarding loan proceeds, collecting checks and other items of payment.

(b) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent, each Issuing Lender and 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, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument pursuant thereto, the performance by the parties thereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions in connection therewith, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials

under, at, on or from any property owned, leased or operated by the Loan Parties or any of their Subsidiaries, or any Environmental Liability related in any way to the Loan Parties or any of their Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory 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 and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or its Related Parties or from a material breach of the agreements of such Indemnitee or its Related Parties.

(c) Reimbursement by Lenders. To the extent that the Loan Parties fail to pay any amount required to be paid by them to the Administrative Agent or any Issuing Lender under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent or such Issuing Lender, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or such Issuing Lender in its capacity as such.

(d) Waiver of Consequential Damages, Etc. To the extent permitted by applicable law, no Loan Party shall assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (including exemplary damages and as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) Payments. All amounts due under this Section shall be payable promptly after written demand therefor.

SECTION 10.04 Successors and Assigns.

(a) Assignments 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 (including any Affiliate of any Issuing Lender that issues any Letter of Credit), except that (i) no Loan Party may assign or otherwise transfer any of its respective rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Loan Party without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. 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 (including any Affiliate of any Issuing Lender that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Lenders and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders.

(i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (other than a natural person) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at

the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Company, provided that no consent of the Company shall be required (i) for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or (ii) if an Event of Default under clause (a), (g) or (h) of Article VII has occurred and is continuing, for an assignment to any other Person; provided, further, that the Company shall be deemed to have consented to any such assignment unless the Company shall object thereto by written notice to the Administrative Agent within five Business Days after having received notice thereof;

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund; and

(C) each Issuing Lender; provided that no consent of any Issuing Lender shall be required for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Company and the Administrative Agent otherwise consent; provided that no such consent of the Company shall be required if an Event of Default has occurred and is continuing;

(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;

(C) 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 \$3,500, provided that assignments made pursuant to Section 2.19(b) or 10.02(d) shall not require the signature of the assigning Lender to become effective; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Company, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including federal, provincial, territorial and state securities laws.

(iii) Subject to acceptance and recording thereof pursuant to paragraphs (b)(iv) and (b)(v) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest

assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 10.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting for this purpose as an agent of each Borrower, shall maintain at one of its offices in New York City a copy of each Assignment and Assumption delivered to it and a register for the recordation of (w) the names and addresses of the Lenders, (x) the designation of any Lender as an Issuing Lender, (y) the Commitment of, and outstanding principal amount of each Loan made by, each Lender and (z) the outstanding amount of each Letter of Credit issued by, and of each unreimbursed LC Disbursement made by, each Issuing Lender (together with a notation of each Lender's participation therein pursuant to Section 2.06(e)), in all cases pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Loan Parties, the Administrative Agent, the Issuing Lender and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as an Issuing Lender or a Lender, as the case shall be, hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Loan Parties, any Issuing Lender and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in this paragraph (b) and any written consent to such assignment required by this paragraph (b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.06(e), 2.06(f), 2.07(b), 2.18(d) or 10.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) Participations.

(i) Any Lender may, without the consent of any Loan Party, the Administrative Agent, any Issuing Lender or any other Lender, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement and the other Loan Documents (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement and the other Loan Documents shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Loan Parties, the Administrative Agent, the Issuing Lenders 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 and the other Loan Documents. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 2.17(e) with respect to any payments made by such Lender to its Participant(s). 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 Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement or any other Loan Document; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 10.02(b) that affects such Participant. Subject to paragraph (c)(i) of this Section, the Borrowers agree that each Participant shall be entitled to the benefits and subject to the limitations of Sections 2.15, 2.16 and 2.17 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant of which the Company has been given prior written notice also shall be entitled to the benefits of Section 10.08 as though it were a Lender, provided that such Participant agrees to be subject to Sections 2.18(d) and 2.19 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 than the relevant 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 Company's prior written consent (not to be unreasonably withheld or delayed) or except to the extent such entitlement to receive a greater payment results from an adoption of or any Change in Law that occurs after the Participant acquired the applicable participation; provided that the Participant complies with all obligations under or relating to Section 2.18(d) and Section 2.19, in all cases as though it were a Lender.

(d) 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, including any such pledge or assignment to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such assignee for such Lender as a party hereto.

(e) No Assignments to the Company or Affiliates. Anything in this Section to the contrary notwithstanding, no Lender may assign or participate any interest in any Loan or LC Exposure

held by it hereunder to the Company or any of its Affiliates or Subsidiaries without the prior consent of each Lender.

SECTION 10.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document (including the Designation Letters) shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the other Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Lender or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17, 10.03 and 10.12 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the Transactions, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 10.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract between and among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10.07 Severability. Any provision of this any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Loan Party against any of and all the Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmaturing; provided that to the extent prohibited by applicable law as described in the definition of "Excluded Swap Obligation," no amounts received from, or set off with respect to, any Guarantor shall be applied to any Excluded Swap Obligations of such

Guarantor. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 10.09 Governing Law; Jurisdiction; Judicial Proceedings; Etc.

(a) Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Submission to Jurisdiction. Each of the Loan Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the state of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal 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 law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, any Issuing Lender or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. Each of the Loan Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Appointment of Agent for Service of Process. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) Service of Process. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Each Borrower hereby consents to process being served in any suit, action or proceeding of the nature referred to in Section 10.09(b) in any federal or New York State court sitting in New York City by service of process upon its agent appointed as provided in Section 10.09(d); provided that, to the extent lawful and possible, notice of said service upon such agent shall be mailed by registered or certified air mail, postage prepaid, return receipt requested, to the Company and (if applicable to) such Borrower at its address set forth in the Designation Letter to which it is a party or to any other address of which such Borrower shall have given written notice to the Administrative Agent (with a copy thereof to the Company). Each Borrower irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of any such service in such manner and agrees that such service shall be deemed in every respect effective service of process upon such Borrower in any such suit, action or proceeding and shall, to the fullest extent permitted by law, be taken and held to be valid and personal service upon and personal delivery to such Borrower. Nothing in

this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 10.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY 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, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 10.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 10.12 Confidentiality. Each of the Administrative Agent, the Issuing Lenders and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (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), (ii) to the extent requested by any regulatory or self-regulatory authority, (iii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (iv) to any other party to this Agreement, (v) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (vi) subject to an agreement containing provisions substantially the same as those of this paragraph, 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 or derivative transaction relating to the Loan Parties and their respective obligations, (vii) with the consent of the Company or (viii) to the extent such Information (A) becomes publicly available other than as a result of a breach of this paragraph or (B) becomes available to the Administrative Agent, any Issuing Lender or any Lender on a nonconfidential basis from a source other than any Borrower. For the purposes of this paragraph, "Information" means all information received from the Company or any of its Subsidiaries relating to the Company, its Subsidiaries or their respective business, other than any such information that is available to the Administrative Agent, any Issuing Lender or any Lender on a nonconfidential basis prior to disclosure by the Company; provided that, in the case of information received from the Company after the date hereof, such information is clearly identified at the time of delivery as confidential. 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. Notwithstanding anything herein to the contrary, after a Lender ceases to be a Lender under this Agreement, the provisions of this paragraph shall expire and

cease to be effective with respect to such Lender on the date that is two years after the date such Lender ceased to be a Lender.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 10.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE COMPANY AND ITS AFFILIATES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL, PROVINCIAL, TERRITORIAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWERS OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE COMPANY, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWERS AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL, PROVINCIAL, TERRITORIAL AND STATE SECURITIES LAWS.

SECTION 10.13 Judgment Currency.

(a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of each party hereto in respect of any sum due to any other party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is different from the sum originally due to the Applicable Creditor in the Agreement Currency, the parties agree, as a separate obligation and notwithstanding any such judgment, to make such adjustments as shall result in the Applicable Creditor receiving the amount due in the Agreement Currency. The obligations of each party hereto contained in this Section shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

SECTION 10.14 Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any

Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any Margin Stock for the repayment of the Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, neither any Issuing Lender nor any Lender shall be obligated to extend credit to the Borrowers in violation of any Requirement of Law.

SECTION 10.15 Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any other Loan Document, the terms of this Agreement shall, to the extent of such conflict, prevail.

SECTION 10.16 USA PATRIOT Act. Each Lender hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), such Lender may be required to obtain, verify and record information that identifies the Loan Parties, which information includes the names and addresses of the Loan Parties and other information that will allow such Lender to identify the Loan Parties in accordance with said Act.

SECTION 10.17 Appointment of Company as Agent. Each Subsidiary Borrower party hereto as of the Effective Date, by its signature below, and each Subsidiary Borrower designated after the Effective Date as a "Subsidiary Borrower" pursuant to Section 2.21, by its acknowledgment to the Designation Letter relating to such Subsidiary Borrower, as applicable:

(a) appoints and authorizes the Company for the purposes of (i) signing documents deliverable by or on behalf of such Subsidiary Borrower hereunder or under any other Loan Document, (ii) providing notices to or making requests of the Administrative Agent, any Issuing Lender or any Lender on behalf of such Subsidiary Borrower, (iii) receiving notices and documents from the Administrative Agent, any Issuing Lender or any Lender on behalf of such Subsidiary Borrower, and (iv) taking any other action on behalf such Subsidiary Borrower hereunder or under any other Loan Document, in each case to the extent specifically provided for hereunder or thereunder, and such Subsidiary Borrower agrees to be irrevocably bound by all such actions being taken on behalf of such Subsidiary Borrower by the Company and all such notices received by the Company on behalf of such Subsidiary Borrower; provided that another Person may be appointed to act in substitution for the Company with the power and authority granted thereto by such Subsidiary Borrower under this clause (a) so long as such Person shall have been certified as such in a single writing executed by such Subsidiary Borrower and delivered to the Administrative Agent;

(b) authorizes the Administrative Agent, each Issuing Lender and each Lender to treat (i) each document signed by, each notice given or received by, each document delivered or received by and each request made by the Company on its behalf and (ii) each other action which specifically provides herein or therein that the Company acts on behalf, or at the direction, of such Subsidiary Borrower as if such Subsidiary Borrower (and not the Company) had in fact signed such document, given or received such notice, delivered or received such document, made such request or taken such action; and

(c) acknowledges that the Administrative Agent, each Issuing Lender and each Lender are relying upon the appointments and authorizations set forth in this Section in connection with the making of their Commitments and credit extensions hereunder.

In the event the Administrative Agent, any Issuing Lender or any Lender reasonably believes that it has received a conflicting notice or instruction from the Company and/or his or her designees, the Administrative Agent, such Issuing Lender or such Lender may refrain from action upon such notice or instruction and shall promptly request the Company for clarification regarding such notice or instruction.

SECTION 10.18 Release of Guarantees.

(a) Guarantee Release Date. At any time on or after the satisfaction of the Investment Grade Release Conditions, upon request by the Company (which may be made at any time following such satisfaction so long as the Investment Grade Release Conditions continue to be satisfied) the Guarantee of the Guaranteed Obligations (other than the Company's Guarantee of the obligations of the other Borrowers under this Agreement and the other Loan Documents) shall be released (the date on which such release occurs, the "Guarantee Release Date"); provided, however, that (i) the Guarantee of the Guaranteed Obligations of any Guarantor shall not be released unless its Guarantees, if any, of any of the Company's Existing Notes or any other Material Indebtedness then in effect are contemporaneously released (it being agreed that the Guarantees of any Existing Notes or other Material Indebtedness shall be deemed to have been released if such Existing Notes or Material Indebtedness shall be repaid or otherwise discharged) and (ii) during any period after the Guarantee Release Date when any Subsidiary of the Company that, but for the occurrence of the Guarantee Release Date, would have been required to be a Guarantor on the date in question shall guarantee any Existing Notes or any other Material Indebtedness, such Subsidiary shall also unconditionally guarantee all of the Guaranteed Obligations.

(b) Other Releases. A Guarantor shall automatically be released from its obligations under the Loan Documents upon the consummation of any transaction permitted by this Agreement as a result of which such Guarantor ceases to be a Subsidiary.

(c) General. In connection with any termination or release pursuant to this Section, the Administrative Agent, upon receipt of such certificates or other documents reasonably requested by it to confirm compliance with this Agreement, shall promptly execute and deliver to any Guarantor, at such Guarantor's expense, all documents that such Guarantor shall reasonably request to evidence such termination or release.

SECTION 10.19 Acknowledgement and Consent to Bail-In of EEA Financial Institutions Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and
 - (b) the effects of any Bail-In Action on any such liability, including, if applicable;
 - (i) a reduction in full or in part or cancellation of any such liability;
 - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such
-

shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority:

SECTION 10.20 Existing Credit Agreement. The Lenders party hereto on the Effective Date that are “Lenders” under the Existing Credit Agreement and the Loan Parties party hereto each acknowledge that the commitments under the Existing Credit Agreement will be amended and restated pursuant to this Agreement on the Effective Date, and each such Lender hereby waives any requirement of the Existing Credit Agreement that the Company give any notice of such amendment and restatement. In connection with such amendment and restatement, each Lender and each Loan Party party hereto acknowledges that (i) the commitment of each Lender under the Existing Credit Agreement which is not party to this Agreement will terminate on the Effective Date and (ii) with respect to such termination, the notice requirements under Section 2.09(c) of the Existing Credit Agreement are hereby waived. The Lenders party hereto on the Effective Date that are (i) “Lenders” under the Existing Credit Agreement and (ii) party to (or their Affiliate is party to) any Existing Specified Swap or Banking Services Agreements, hereby agree that each such Existing Specified Swap or Banking Services Agreements shall constitute a Specified Swap or Banking Services Agreement hereunder and be subject to the provisions applicable to such Specified Swap or Banking Services Agreement as set hereunder.

SECTION 10.21 Suspended Terms. Notwithstanding anything to the contrary contained herein, on and after the Investment Grade Release Date, the Company and its Subsidiaries will not be subject to Sections 5.01(d), 5.01(e), 5.01(i), 5.10, 6.06, 6.08 and 6.10 at any time.

[Remainder of Page Intentionally Left Blank]

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

COMPANY

BRUNSWICK CORPORATION

By _____

Name:

Title:

U.S. Federal Tax Identification No.: 36-0848180

SUBSIDIARY BORROWERS

BRUNSWICK MARINE IN EMEA, INC.

By _____
Name:
Title:

U.S. Federal Tax Identification No.:

BRUNSWICK INTERNATIONAL LIMITED

By _____
Name:
Title:

U.S. Federal Tax Identification No.:

MARINE POWER INTERNATIONAL LIMITED

By _____
Name:
Title:

U.S. Federal Tax Identification No.:

SUBSIDIARY GUARANTORS

ATTWOOD CORPORATION

By _____
Name:
Title:

U.S. Federal Tax Identification No.:

BOSTON WHALER, INC.

By _____
Name:
Title:

U.S. Federal Tax Identification No.:

BRUNSWICK COMMERCIAL & GOVERNMENT PRODUCTS,
INC.

By _____
Name:
Title:

U.S. Federal Tax Identification No.:

CYBEX INTERNATIONAL, INC.

By _____
Name:
Title:

U.S. Federal Tax Identification No.:

LAND 'N' SEA CORPORATION

By _____
Name:
Title:

U.S. Federal Tax Identification No.:

LAND 'N' SEA DISTRIBUTING, INC.

By _____

Name:

Title:

U.S. Federal Tax Identification No.:

LUND BOAT COMPANY

By _____
Name:
Title:

U.S. Federal Tax Identification No.:

MARINE POWER INTERNATIONAL LIMITED

By _____
Name:
Title:

U.S. Federal Tax Identification No.:

MARINE POWER INTERNATIONAL PTY. LIMITED

By _____
Name:
Title:

U.S. Federal Tax Identification No.:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, Issuing Lender and Lender

By _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Issuing Lender and Lender

By _____
Name:
Title:

WELLS FARGO BANK, N.A.,
as Issuing Lender and Lender

By _____
Name:
Title:

Commitments

Lender	Commitment
JPMorgan Chase Bank, N.A.	\$45,833,334.00
Bank of America, N.A.	\$45,833,333.00
Wells Fargo Bank, N.A.	\$45,833,333.00
Citizens Bank, N.A.	\$37,500,000.00
SunTrust Bank	\$37,500,000.00
U.S. Bank National Association	\$37,500,000.00
BMO Harris Bank N.A.	\$25,000,000.00
KBC Bank NV, New York Branch	\$25,000,000.00
Total:	\$300,000,000.00

Existing Letters of Credit

Issuing Bank	L/C Number	Account Party	Beneficiary	Amount
JPMorgan Chase Bank, N.A.	TPTS-392477	Brunswick Commercial & Government Products, Inc.	Yamaha	\$250,000.00
JPMorgan Chase Bank, N.A.	STL410746	Centennial Assurance Co., Ltd.	Wachovia Bank, N.A.	\$2,179,356.00
JPMorgan Chase Bank, N.A.	P-258302	Centennial Assurance Co., Ltd.	Northwestern National Insurance Co.	\$290,878.00
Wells Fargo Bank, N.A.	NWS449258	Brunswick Corporation	National Union Fire Insurance Company of Pittsburgh, PA	\$1,126,420.00

Litigation

None.

Environmental Matters

The Company has been identified as a potentially responsible party at the Cedar Creek Site in Cedarburg, Wisconsin (the "Site"), a portion of which includes Mercury Marine Plant 2, a facility formerly operated by the Company's Mercury Marine Group. Hazardous Materials, including polychlorinated biphenyls, are present in soil, groundwater, surface water and sediments at the Site and surrounding areas. Remedial activities at the Site are ongoing under the oversight of the U.S. Environmental Protection Agency.

Capitalization and Subsidiaries

Subsidiary	Owner	Percentage Ownership	Type of Entity	Jurisdiction of Organization
Angler & Young Angler Fishing Tournaments Inc.	Lund Boats Canada, Inc.	100%	Not-For-Profit	Manitoba, Canada
Attwood Corporation	Brunswick Corporation	100% Common stock	Corporation	Delaware
AUS Holdco Pty Limited	New Zealand Holdco	100% Ordinary shares	Proprietary Company	Australia
Baja Marine Corporation	Brunswick Corporation	100% Common stock	Corporation	Delaware
BBG Logistics, Inc.	Brunswick Family Boat Co. Inc.	100% Common stock	Corporation	Delaware
BCMM Holdings, Inc.	Brunswick Corporation	100% Common Stock	Corporation	Delaware
Bell Recreational Products, Inc.	Land 'N' Sea Corporation	100% Common Stock	Corporation	Delaware
Blue Water Finance, Inc.	Brunswick Financial Services Corporation	100% Common stock	Corporation	Florida
Boston Whaler, Inc.	Brunswick Corporation	100% Common stock	Corporation	Delaware
BRIG Holdings Inc.	Brunswick Corporation	100% Common stock	Corporation	Delaware
Brunswick AG	Brunswick Luxembourg Finance S.a.r.l.	100% Common stock	Corporation	Switzerland
Brunswick Bowling & Billiards Ltda.	Brunswick Luxembourg Finance S.a.r.l.	99.9947% Quotas	Limited Liability Company	Brazil
	Normalduns B.V.	0.0053 Quotas		
Brunswick Commercial & Government Products, Inc.	Brunswick Corporation	100% Common stock	Corporation	Delaware
Brunswick Companias de Mexico S.A. de C.V.	Brunswick International Limited	99.9 (Series A Common shares)	Corporation	México
	Brunswick International Limited	100% (Series B Common shares)		
Brunswick Corporation	Brunswick Corporation	100% Common stock	Corporation	Arkansas
Brunswick Europe Holdings Limited	Brunswick International Limited	100% Ordinary shares	Private Limited Company	England and Wales
Brunswick European Treasury Center Sprl	Brunswick Luxembourg Finance S.a.r.l.	100% Share capital	Limited Liability Company	Belgium
Brunswick Family Boat Co. Inc.	Brunswick Corporation	100% Common stock	Corporation	Delaware

Subsidiary	Owner	Percentage Ownership	Type of Entity	Jurisdiction of Organization
Brunswick Financial Services Corporation	Brunswick Corporation	100% Common stock	Corporation	Delaware
Brunswick Fish Boat Company, L.P.	Brunswick Corporation	97.5%	Limited Partnership	Tennessee
	Brunswick Family Boat Co. Inc.	2.5%		
Brunswick GmbH	Brunswick International GmbH	100% Share capital	Limited Liability Company	Germany
Brunswick Fitness GmbH	Brunswick International GmbH	100% Share capital	Limited Liability Company	Germany
Brunswick Holdings Kft	Brunswick Hungary Manufacturing and Trading Limited Liability Company	100% Quotas	Limited Liability Company	Hungary
Brunswick Hungary Limited Liability Company	Brunswick International Limited	100% Quotas	Limited Liability Company	Hungary
Brunswick Iberia, S.A. Sociedad Unipersonal	Normalduns B.V.	100% Common shares	Corporation	Spain
Brunswick Importacao e Comercio do Brasil Ltda.	Normalduns B.V.	.01 % Quotas	Limited Liability Company	Brazil
	Brunswick Luxembourg Finance S.a.r.l.	99.99% Quotas		
Brunswick Industria de Embarcacoes do Brasil Ltda.	Brunswick Hungary Limited Liability Company	.01% Quotas	Limited Liability Company	Brazil
	Brunswick Holdings Kft	99.99 % Quotas		
Brunswick International GmbH	Brunswick Luxembourg Finance S.a.r.l.	100% Share capital	Corporation	Germany
Brunswick International Group S.a.r.l.	Marine Power International Limited	100% Share Capital	Private Limited Liability Company	Luxembourg
Brunswick International Holdings, Inc.	Brunswick Corporation	100% Common stock	Corporation	Delaware
Brunswick International Limited	Brunswick Corporation	100% Common stock	Corporation	Delaware
Brunswick Italia Holding S.r.l.	Normalduns B.V.	100% Quotas	Limited Liability Company	Italy
Brunswick Leisure Boat Company, LLC	Brunswick Corporation	100% Membership units	Limited Liability Company	Indiana
Brunswick Luxembourg Finance S.a.r.l.	Brunswick International Group S.a.r.l.	100% Share Capital	Private Limited Liability Company	Luxembourg
Brunswick Marina, LLC	Brunswick Corporation	100% Membership units	Limited Liability Company	Delaware

Subsidiary	Owner	Percentage Ownership	Type of Entity	Jurisdiction of Organization
Brunswick Marinas de Mexico, S.A. de C.V.	Brunswick International Limited	99.980 Series A Common stock	Corporation	Mexico
	Brunswick Corporation	.0020 Series A Common stock		
Brunswick Marine – EMEA Operations, LDA	Brunswick Marine in Portugal – Produtos Recreativos Lda.	51% Quotas	Private Limited Company	Portugal
	Normalduns B.V.	49% Quotas		
Brunswick Marine in EMEA, Inc.	Brunswick International Limited	100% Common stock	Corporation	Delaware
Brunswick Marine in Finland and the Baltic States OY	Brunswick Corporation	100% Common shares	Corporation	Finland
Brunswick Marine in France, S.A.	Normalduns B.V.	99.9979 Capital stock	Corporation	France
Brunswick Marine in Italia S.p.A.	Brunswick Italia Holding S.r.l.	100% Ordinary shares	Corporation	Italy
Brunswick Marine in Poland Sp. z o.o	Normalduns B.V.	99.9980 Share capital	Limited Liability Company	Poland
Brunswick Marine in Portugal – Produtos Recreativos Lda.	Normalduns B.V.	100% Quotas	Private Limited Company	Portugal
Brunswick Marine in Sweden AB	Brunswick Luxembourg Finance S.a.r.l.	100% Common shares	Corporation	Sweden
Brunswick Marine Sales Corporation	Brunswick Corporation	100% Common stock	Corporation	Delaware
Brunswick Netherlands B.V.	Normalduns B.V.	100% Common shares	Private Company with Limited Liability	Netherlands
Brunswick New Technologies, Inc.	Brunswick International Limited	100% Common stock	Corporation	Delaware
Brunswick Product Protection Corporation	Brunswick Corporation	100% Common stock	Corporation	Delaware
Brunswick Product Protection Corporation of Florida	Brunswick Product Protection Corporation	100% Common stock	Corporation	Delaware
Brunswick Public Foundation, Inc.	Brunswick Corporation	100%	Not for Profit Corporation	Illinois
Brunswick Singapore Holdings Pte. Ltd.	Brunswick International Limited	100% Ordinary shares	Private Company, Limited by Shares	Singapore
Brunswick Singapore International Pte. Ltd.	Brunswick International Limited	100% Ordinary shares	Private Company, Limited by Shares	Singapore

Subsidiary	Owner	Percentage Ownership	Type of Entity	Jurisdiction of Organization
Brunswick Trading (Suzhou) Co., Ltd.	Brunswick Singapore Holdings Pte. Ltd.	100% Registered capital	Wholly Foreign Owned Enterprise	Suzhou, China
Centennial Assurance Company	Brunswick Corporation	100% Common shares	Corporation	Bermuda
Cybox Capital Corporation	Cybox International, Inc.	100% Common shares	Corporation	New York
Cybox International, Inc.	Brunswick Corporation	100% Common shares	Corporation	New York
Cybox International UK Limited	Brunswick Luxembourg Finance S.a.r.l.	100 % Ordinary shares	Private Limited Company	England and Wales
Cybox Hong Kong Limited	Cybox International, Inc.	99% Ordinary shares	Private Company Limited by Shares	Hong Kong
	Cybox Capital Corporation	1 % Ordinary shares		
Denton Greenwood Limited	Munster Simms Engineering Limited	100% Ordinary shares	Private Limited Company	England and Wales
Garelick Mfg. Co.	Brunswick Corporation	100% Common shares	Corporation	Minnesota
Henderson Pumps and Equipment Limited	Munster Simms Engineering Limited	100% Ordinary shares	Private Limited Company	England and Wales
Land 'N' Sea Corporation	Brunswick Corporation	100% Common stock	Corporation	Delaware
Land 'N' Sea Distributing, Inc.	Land 'N' Sea Corporation	100% Common stock	Corporation	Florida
Life Fitness (Atlantic) B.V.	Normalduns B.V.	100% Ordinary shares	Limited Liability Company	Netherlands
Life Fitness (U.K.) Limited	Brunswick Luxembourg Finance S.a.r.l.	100% Ordinary shares	Private Limited Company	England and Wales
Life Fitness Asia Pacific Limited	Brunswick International Holdings	99.99% Ordinary shares	Private Company Limited by Shares	Hong Kong
	Brunswick Corporation	.01% Ordinary shares		
Life Fitness Benelux N.V.	Brunswick Luxembourg Finance S.a.r.l.	100% Ordinary shares	Corporation	Belgium
Life Fitness Europe GmbH	Brunswick International GmbH	100% Share capital	Corporation	Germany
Life Fitness, Inc.	Brunswick Corporation	100% Common stock	Corporation	Delaware
Life Fitness International Sales, Inc.	Brunswick International Limited	100% Common stock	Corporation	Delaware
Life Fitness Italia S.r.l.	Brunswick Italia Holding S.r.l.	100% Common shares	Limited Liability Company	Italy

Subsidiary	Owner	Percentage Ownership	Type of Entity	Jurisdiction of Organization
Life Fitness Japan, Ltd.	Brunswick Corporation	100% Common shares	Corporation	Japan
Life Fitness Recreation, LLC	Life Fitness, Inc.	100% Membership interest	Limited Liability Company	Delaware
Life Fitness Shared Services Center, B.V.	Life Fitness International Sales, Inc.	100% Ordinary shares	Private Limited Liability Co.	Netherlands
Life Fitness Vertriebs GmbH	Life Fitness Europe GmbH	100% Share capital	Limited Liability Company	Austria
Lund Boat Company	Brunswick Corporation	100% Common stock	Corporation	Delaware
Lund Boats Canada, Inc.	Brunswick International Limited	100% Common stock	Corporation	Canada
Marine Power International Pty. Limited	Marine Power International Limited	100% Common stock	Corporation	Delaware
Marine Power International Limited	Brunswick International Limited Brunswick Corporation Cybex International, Inc.	82.115% Common stock 17.580% Common Stock 0.305% Common stock	Corporation	Delaware
Marine Power New Zealand Limited	Marine Power International Limited	100% Common stock	Corporation	Delaware
Mercury Marine do Brasil Industria e Comercio Ltda..	Brunswick International Limited	100% Quotas	Limited Liability Company	Brazil
Mercury Marine Limited	Brunswick International Group S.a.r.l.	100% Common stock		Ontario, Canada
Mercury Marine Sdn Bhd	Brunswick International Limited	100% Ordinary shares	Private Limited Company	Malaysia
Mercury Marine Singapore Pte Ltd	Marine Power International Limited	100% Ordinary shares	Private Limited Company	Singapore
Mercury Marine Technology Suzhou Company Ltd.	Brunswick Singapore Holdings Pte Ltd	100% Registered capital	Wholly Foreign Owned Enterprise	Suzhou, China
Thunder Jet Boats, Inc.	Brunswick Corporation	100% Common stock	Corporation	Delaware
MS (NI) Limited	PSW (NI) Limited	100% Ordinary shares	Private Limited Company	Northern Ireland
Munster Simms Engineering Limited	PSW (NI) Limited	100% Ordinary shares	Private Limited Company	Northern Ireland
New Zealand Holdings	Brunswick New Technologies, Inc.	100% Ordinary shares; 100% Redeemable preference shares	Unlimited Liability Company	New Zealand

Subsidiary	Owner	Percentage Ownership	Type of Entity	Jurisdiction of Organization
Normalduns B.V.	Brunswick Luxembourg Finance S.a.r.l.	100% Common shares	Private Company with Limited Liability	Netherlands
	Brunswick Luxembourg Finance S.a.r.l.	100% Cumulative Preference shares		
OBC International Holdings Inc.	Brunswick Corporation	99.265351541% Common stock	Corporation	Delaware
	Skokie Investment Corporation	.734648459% Common stock		
Old Orchard Industrial Corp.	Brunswick Corporation	100% Common stock	Corporation	Delaware
Princecraft Boats, Inc.	Brunswick International Group S.a.r.l.	100% Common stock	Corporation	Quebec, Canada
Productos Marine de Mexico, S.A. de C.V.	Marine Power International Limited	99.9 % Series A Common	Corporation	Mexico
	Marine Power International Limited	100% Series B Common		
Protokon Manufacturing Developing and Trading Limited Liability Company	Brunswick Hungary Manufacturing and Trading Limited Liability Company	100% Quotas	Limited Liability Company	Hungary
PSW (NI) Limited	Brunswick Europe Holdings Limited	100% Ordinary shares	Private Limited Company	Northern Ireland
Quality Bowling Corporation	Brunswick Corporation	100% Common stock	Corporation	California
Rayglass Sales & Marketing Limited	Brunswick International Limited	100% Ordinary	Limited Liability Company	New Zealand
SBC International Holdings Inc.	Brunswick Corporation	100% Common stock	Corporation	Delaware
Scifit Ltd.	Brunswick Europe Holdings Limited	100% Ordinary shares	Private Limited Company	England and Wales
Sea Ray Boats, Inc.	Brunswick Corporation	100% Common stock	Corporation	Florida
Skokie Investment Corporation	Brunswick Corporation	100% Common stock	Corporation	Delaware
The Brunswick Foundation, Inc.	Brunswick Corporation	100%	Not for Profit Corporation	Illinois
Whale Limited	Munster Simms Engineering Limited	100% Ordinary shares	Private Limited Company	England and Wales

Environmental Matters

The Company has been identified as a potentially responsible party at the Cedar Creek Site in Cedarburg, Wisconsin (the "Site"), a portion of which includes Mercury Marine Plant 2, a facility formerly operated by the Company's Mercury Marine Group. Hazardous Materials, including polychlorinated biphenyls, are present in soil, groundwater, surface water and sediments at the Site and surrounding areas. Remedial activities at the Site are ongoing under the oversight of the U.S. Environmental Protection Agency.

Indebtedness

1. Indebtedness from time to time outstanding under the EUR 7,000,000 credit facility provided by CBC Banque S.A. to Brunswick European Treasury Center Sprl and the guaranty of the Company thereof
 2. The Company's guaranty of obligations from time to time outstanding under various credit facilities provided by JPMorgan Bank in Australia and New Zealand to Marine Power International Pty Limited and Marine Power New Zealand Limited not to exceed AUD 2,000,000 and NZD \$1,000,000
 3. Indebtedness outstanding under normal trade payables not to exceed \$700,000 to Asahi Denso Co. Ltd. and the guaranty by the Company thereof
 4. 7 3/8% Debentures due 2023 in an aggregate principal amount of \$103,071,000
 5. 7 1/8% Notes due 2027 in an aggregate principal amount of \$163,265,000
 6. Letter of credit issued by National Australia Bank for the benefit of Bank of New Zealand in the amount of NZD 500,000.00
 7. Obligations with respect to the Chicago Equity Fund from time to time
 8. 4.625% Senior Notes due 2021 in the aggregate amount of \$150,000,000
 9. Capital lease obligations with respect to the boat manufacturing facility (Brunswick Industria de Embarcacoes do Brasil, Ltda.) in Joinville, State of Santa Catarina, Brazil in the aggregate amount of BRL 11,180,127
 10. Indebtedness outstanding under the GBP 750,000 Invest Northern Ireland loan agreements to Munster Simms Engineering Limited and the guarantee by the Company thereof
 11. Indebtedness from time to time outstanding under the EUR 465,350 Portuguese Government loan agreement to Brunswick Marine EMEA Operations Lda.
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Liens

1. Liens securing the Financing Agreement entered into on the 23rd day of December, 2009, by and among the City of Fond du Lac, Wisconsin and Fond du Lac County, Wisconsin and the Fond du Lac County Economic Development Corporation and the Company.
2. Lien securing Capital Lease Obligations in the aggregate amount of BRL 11,180,127 with respect to the boat manufacturing facility lease located in Joinville, State of Santa Catarina, Brazil, Guarantee
3. Liens evidenced by the following filings:

Debtor	Date	Original Filing Number	Type of Filing	Jurisdiction	Secured Party	Collateral
Land 'N' Sea Distributing, Inc.	4/8/2005	200509384844	UCC	FL	Sharp Electronics Corporation	Equipment
Land 'N' Sea Distributing, Inc.	8/12/2009	200901026121	UCC	FL	Camco Manufacturing, Inc.	Consignment
Land 'N' Sea Distributing, Inc.	4/12/2010	201002324562	UCC	FL	Oce Financial Services, Inc.	Lease
Land 'N' Sea Distributing, Inc.	2/15/2013	201308457276	UCC	FL	Kwik Tek Inc.	Consignment
Land 'N' Sea Distributing, Inc.	8/21/2013	20130968389X	UCC	FL	Raymond Leasing Corporation	Lease
Land 'N' Sea Distributing, Inc.	12/1/2015	201505845465	UCC	FL	Trac Outdoor Products Co.	Consignment
Land 'N' Sea Distributing, Inc.	12/9/2015	201505936630	UCC	FL	The Moore Company	Equipment
Attwood Corporation	8/12/2010	2010 2819450	UCC	DE	Oce Financial Services, Inc.	Lease
Attwood Corporation	6/7/2013	2013 2188713	UCC	DE	Toyota Motor Credit Corporation	Equipment
Attwood Corporation	3/6/2014	2014 0864488	UCC	DE	Classic Die, Inc.	Equipment
Attwood Corporation	5/23/2016	2016 3077557	UCC	DE	Raymond Leasing Corporation	Lease
Sea Ray Boats, Inc.	5/3/2011	201104524366	UCC	FL	NMHG Financial Services, Inc.	Lease
Sea Ray Boats, Inc.	6/26/2014	201401701629	UCC	FL	GE Capital Services Pte Ltd	Equipment

Debtor	Date	Original Filing Number	Type of Filing	Jurisdiction	Secured Party	Collateral
Sea Ray Boats, Inc.	6/1/2006	C-04-262004	Local Judgment	TN	Knox County Register of Deeds	
Sea Ray Boats, Inc.	4/12/2007	C-07-116507	Local Judgment	TN	Knox County Register of Deeds	
Sea Ray Boats, Inc.	11/2/2007	C-07-250807	Local Judgment	TN	Knox County Register of Deeds	
Brunswick Corporation	11/30/2004	1:04-cv-07751	Federal Judgment	IL	U.S. District Court, Illinois Northern District	
Brunswick Corporation	2/2/2007	2007 0458041	UCC	DE	General Electric Capital Corporation	Lease
Brunswick Corporation	2/2/2007	2007 0458397	UCC	DE	General Electric Capital Corporation	Lease
Brunswick Corporation	2/2/2007	2007 0458504	UCC	DE	General Electric Capital Corporation	Lease
Brunswick Corporation	3/27/2008	2008 1136264	UCC	DE	General Electric Capital Corporation	Lease
Brunswick Corporation	4/24/2008	2008 1468584	UCC	DE	General Electric Capital Corporation	Lease
Brunswick Corporation	4/24/2008	2008 1468618	UCC	DE	General Electric Capital Corporation	Lease
Brunswick Corporation	6/27/2008	2008 2206850	UCC	DE	General Electric Capital Corporation	Lease
Brunswick Corporation	11/19/2008	2008 3872429	UCC	DE	VGM Financial Services, a division of TCF Equipment Finance, Inc.	Lease
Brunswick Corporation	9/25/2009	2009 3071880	UCC	DE	Xerox Corporation	Lease
Brunswick Corporation	9/28/2009	2009 3089916	UCC	DE	Xerox Corporation	Lease
Brunswick Corporation	10/20/2009	2009 3371850	UCC	DE	Wells Fargo Bank, N.A.	Equipment
Brunswick Corporation	12/22/2009	2010 0099717	UCC	DE	Hagemeyer North America, Inc.	Consignment
Brunswick Corporation	2/25/2010	2010 0641963	UCC	DE	IBM Credit LLC	Lease
Brunswick Corporation	4/09/2010	2010 1237894	UCC	DE	Oce Financial Services, Inc.	Lease
Brunswick Corporation	4/09/2010	2010 1238975	UCC	DE	Oce Financial Services, Inc.	Lease
Brunswick Corporation	4/13/2010	2010 1270473	UCC	DE	Oce Financial Services, Inc.	Lease
Brunswick Corporation	6/02/2010	2010 1923055	UCC	DE	Oce Financial Services, Inc.	Lease
Brunswick Corporation	6/08/2010	2010 1989668	UCC	DE	IBM Credit LLC	Lease
Brunswick Corporation	7/01/2010	2010 2310039	UCC	DE	Oce Financial Services, Inc.	Lease
Brunswick Corporation	12/8/2010	2010 4320689	UCC	DE	NMHG Financial Services Inc.	Lease
Brunswick Corporation	12/13/2010	2010 4395095	UCC	DE	NMHG Financial Services Inc.	Lease

Debtor	Date	Original Filing Number	Type of Filing	Jurisdiction	Secured Party	Collateral
Brunswick Corporation	10/3/2011	2011 3788935	UCC	DE	IBM Credit LLC	Lease
Brunswick Corporation	1/31/2012	2012 0393225	UCC	DE	IBM Credit LLC	Lease
Brunswick Corporation	5/10/2012	2012 1974205	UCC	DE	Hagemeyer North America, Inc.	Consignment
Brunswick Corporation	6/18/2012	2012 2338160	UCC	DE	IBM Credit LLC	Lease
Brunswick Corporation	12/24/2012	2012 5023181	UCC	DE	IBM Credit LLC	Lease
Brunswick Corporation	4/11/2013	2013 1393363	UCC	DE	Altron Automation, Inc.	Equipment
Brunswick Corporation	7/3/2013	2013 2576958	UCC	DE	IBM Credit LLC	Lease
Brunswick Corporation	11/14/2013	2013 4484235	UCC	DE	NMHG Financial Services, Inc.	Lease
Brunswick Corporation	11/22/2013	2013 4625605	UCC	DE	Canon Financial Services, Inc.	Lease
Brunswick Corporation	1/2/2014	2014 0002758	UCC	DE	IBM Credit LLC	Lease
Brunswick Corporation	3/31/2014	2014 1258862	UCC	DE	IBM Credit LLC	Lease
Brunswick Corporation	7/3/2014	2014 2644193	UCC	DE	IBM Credit LLC	Equipment
Brunswick Corporation	7/14/2014	2014 42788859	UCC	DE	IBM Credit LLC	Equipment
Brunswick Corporation	7/29/2014	2014 3019643	UCC	DE	IBM Credit LLC	Equipment
Brunswick Corporation	4/15/2015	2015 1505986	UCC	DE	SunTrust Equipment Finance & Leasing Corp.	Equipment
Brunswick Corporation	6/18/2015	2015 2610458	UCC	DE	SG Equipment Finance USA Corp.	Equipment
Brunswick Corporation	8/7/2015	2015 3438230	UCC	DE	IBM Credit LLC	Equipment
Brunswick Corporation	12/7/2015	2015 5849046	UCC	DE	Wilmington Trust Company, not in its individual capacity but solely as owner trustee under a trust agreement dated April 3, 2006	Equipment

Dispositions

1. Sale of real property located at 100 Quality Drive, Navassa, North Carolina;
 2. Sale of real property located at 8000 Wilson Boulevard, Columbia, South Carolina;
 3. Sale of real property located at 520 West Laketon, Muskegon, Michigan;
 4. Termination of Suwanee, Georgia Ground Lease located in the City of Suwanee, Gwinnett County, Georgia; and
 5. Sale of real property located at 1 N. Field Court, Lake Forest, Illinois
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Investments

1. The Company's guaranty of the obligations from time to time outstanding under the EUR 7,000,000 credit facility provided by CBC Banque S.A. to Brunswick European Treasury Center Sprl
 2. The Company's guaranty of obligations from time to time outstanding under various credit facilities provided by JPMorgan Bank in Australia and New Zealand to Marine Power International Pty Limited and Marine Power New Zealand Limited not to exceed AUD 2,000,000 and NZD \$1,000,000
 3. Mercury Marine foreign notes receivable in an aggregate amount not exceeding \$322,796.91
 4. Obligations with respect to the investment in Mercury Finance Pty Limited from time to time for a total investment of AUD 5,500,000
 5. The Company's interest in the Chicago Equity Fund
 6. Equity Interests in the subsidiaries listed on Schedule 3.17
 7. The Company's guaranty of the obligations outstanding under the Brazil boat manufacturing facility capital lease agreement in the aggregate amount of BRL 11,180,127
 8. The Company's guaranty of the obligations under the Unconditional Guaranty with the Bank of Ireland (UK) plc in the amount of GBP 1,000,000
 9. The Company's guarantee of the obligations under the Financial Assistance Agreement Guarantee with Invest Northern Ireland GBP 750,000
 10. The following Equity Interests are owned on the date hereof:
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Equity Interest	Owner	Percentage Ownership
Woodward Mototron Systems LLC	Brunswick Corporation	50%
Tohatsu Marine Corporation	Brunswick Corporation	50%
Brunswick Acceptance Company, LLC	Brunswick Financial Services Corporation	49%
United Insurance Co.	Centennial Assurance Company, Ltd.	7.79%
Bella-Veneet OY	Brunswick Marine in Finland and the Baltic States OY	36%
Waukegan Corporate Aviation Facilities LP	Brunswick Corporation	16.33%
Oxnard Marinas, LP	Brunswick Corporation	12.2%
MDR Marina, LP	Brunswick Corporation	11.63%
Mercury Finance Pty Ltd	Marine Power International Pty Limited	50%
Redberri Corporation	Brunswick New Technologies, Inc.	10%
Boatbound LLC	Brunswick Corporation	
Channel Island Marina		

Joint Ventures

1. Tohatsu Marine Corporation
 2. Mercury Finance Pty Ltd
 3. Woodward Mototron Systems, LLC
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Restrictive Agreements

1. Joint Venture Agreement dated as of October 24, 2002 between Brunswick Corporation and Transamerica Commercial Finance Corporation, as amended, restated, supplemented or otherwise modified
2. Limited Liability Company Agreement dated as of October 24, 2002 between Brunswick Financial Services Corporation and Transamerica Ventures, LLC, as amended, restated, supplemented or otherwise modified
3. Credit and Security Agreement dated as of October 24, 2002 between Brunswick Acceptance Company, LLC and Transamerica Commercial Finance Corporation, as amended, restated, supplemented or otherwise modified
4. Indenture dated as March 15, 1987 between Brunswick Corporation and Continental Illinois National Bank and Trust Company of Chicago, as trustee, as amended, restated, supplemented or otherwise modified
5. First Supplemental Indenture dated as of August 21, 2009 between the Brunswick Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee, to the Indenture dated as of March 15, 1987, between Brunswick Corporation and The Bank of New York Mellon Trust Company, N.A.
6. Financing Agreement entered into on the 23rd day of December, 2009, by and among the City of Fond du Lac, Wisconsin and Fond du Lac County, Wisconsin and the Fond du Lac County Economic Development Corporation and Brunswick Corporation
7. Indenture dated as of May 13, 2013 between Brunswick Corporation, the Subsidiary Guarantors and the U.S. Bank National Association, as Trustee
8. First Supplemental Indenture dated as of May 22, 2014 between Brunswick Corporation, the Subsidiary Guarantors and the U.S. Bank National Association, as Trustee, to the Indenture dated as of May 13, 2013, between Brunswick Corporation and U.S. Bank National Association

**Certification Pursuant to
Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Amended**

I, Mark D. Schwabero, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Brunswick Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

BRUNSWICK CORPORATION

August 3, 2016

By: /s/ MARK D. SCHWABERO
Mark D. Schwabero
Chairman and Chief Executive Officer

**Certification Pursuant to
Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Amended**

I, William L. Metzger, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Brunswick Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

BRUNSWICK CORPORATION

August 3, 2016

By: /s/ WILLIAM L. METZGER
William L. Metzger
Senior Vice President and Chief Financial Officer

**Certification Pursuant to Section 1350 of Chapter 63
of Title 18 of the United States Code**

I, Mark D. Schwabero, Chief Executive Officer of Brunswick Corporation, certify that: (i) Brunswick Corporation's Quarterly Report on Form 10-Q for the quarterly period ended July 2, 2016, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and (ii) the information contained in Brunswick Corporation's Quarterly Report on Form 10-Q for the quarterly period ended July 2, 2016 fairly presents, in all material respects, the financial condition and results of operations of Brunswick Corporation.

BRUNSWICK CORPORATION

By: /s/ MARK D. SCHWABERO

Mark D. Schwabero

Chairman and Chief Executive Officer

August 3, 2016

**Certification Pursuant to Section 1350 of Chapter 63
of Title 18 of the United States Code**

I, William L. Metzger, Chief Financial Officer of Brunswick Corporation, certify that: (i) Brunswick Corporation's Quarterly Report on Form 10-Q for the quarterly period ended July 2, 2016, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and (ii) the information contained in Brunswick Corporation's Quarterly Report on Form 10-Q for the quarterly period ended July 2, 2016 fairly presents, in all material respects, the financial condition and results of operations of Brunswick Corporation.

BRUNSWICK CORPORATION

By: /s/ WILLIAM L. METZGER

William L. Metzger

Senior Vice President and Chief Financial Officer

August 3, 2016