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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **February 11, 2016**

Web.com Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**000-51595**	**94-3327894**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

12808 Gran Bay Parkway West, Jacksonville, FL	32258
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (904) 680-6600

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

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

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d- 2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e- 4(c))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

Merger Agreement

On February 11, 2016, Web.com Group, Inc. (the "Company") and Barton Creek Web.com, LLC, a Delaware limited liability company and a wholly owned subsidiary of the Company, executed an Agreement and Plan of Merger (the "Merger Agreement") with Yodle, Inc., a Delaware corporation ("Yodle"), and Shareholder Representative Services, LLC, a Colorado limited liability company, solely in its capacity as the Stockholders' Representative, pursuant to which the Company will acquire 100% of the outstanding shares of Yodle. The Company will pay Yodle stockholders merger consideration of approximately $300 million payable on closing date and $20 million and $22 million payable on the first and second anniversary dates of the closing, respectively, subject to adjustments as described in the Merger Agreement. The consummation of the merger is subject to customary closing conditions, including obtaining U.S. antitrust clearance.

Pursuant to the Merger Agreement, the Company will be indemnified and held harmless, up to $30 million but only after $1.7 million of damages have been demonstrated and for a period of eighteen months from the closing date of the merger, by Yodle stockholders (other than holders of solely Series E and Series F preferred stock), severally and not jointly, on a pro-rata basis, from and against, and whether or not involving a third party claim, relating to or arising from: (a) any breach of inaccuracy of any representation or warranty of Yodle contained in the Merger Agreement; (b) certain taxes as defined in the Merger Agreement; and (c) any payments required to be made to any stockholder of Yodle with respect to such stockholder's appraisal rights under the General Corporation Law of the State of Delaware, solely to the extent such payments are in excess of the merger consideration that such stockholder would otherwise have received and all reasonable costs and expenses incurred by the Company.

The Merger Agreement may be terminated by the Company or Yodle if, (i) either reasonably determines that the timely satisfaction of any conditions as set forth in the Merger Agreement have become impossible, (ii) the Company and Yodle mutually consent to terminate, or (iii) the closing of the Merger does not occur on or before March 31, 2016.

The foregoing summary of the Merger Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the Merger Agreement filed as an exhibit hereto.

Debt Commitment

In connection with the merger, the Company has entered into an Amendment to Credit Agreement (the "Amendment"), dated as of February 11, 2016, by and among the Company, the guarantors party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the lenders party thereto, pursuant to which certain of such lenders have committed to provide $200.0 million of senior secured term loans, the proceeds of which, together with revolving loans and certain cash on hand of Yodle, would be used to (i) refinance certain outstanding debt of Yodle, (ii) pay the merger consideration, and (iii) pay any fees and expenses in connection with any of the foregoing. The commitment to provide the term loans and revolving loans is subject to certain conditions, including the closing of the merger and other customary closing conditions consistent with the Merger Agreement. The Company will pay customary fees and expenses in connection with obtaining the Amendment and the loans made thereunder, and has agreed to indemnify the lenders if certain losses are incurred by the lenders in connection therewith.

The foregoing summary of the Amendment and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the Amendment filed as an exhibit hereto.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(c)Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Merger dated February 11, 2016, by and among: (a) Web.com Group, Inc., a Delaware corporation; (b) Barton Creek Web.com, LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent; (c) Yodle, Inc., a Delaware corporation; and (d) Shareholder Representative Services LLC, a Colorado limited liability company solely in its capacity as the Stockholders' Representative.
10.1	Amendment to Credit Agreement, dated as of February 11, 2016, by and among the Company, the guarantors party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the lenders party thereto.

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 hereunto duly authorized.

WEB.COM GROUP, INC.
(Registrant)

Dated: February 16, 2016

/s/ Matthew P. McClure Matthew P. McClure, Secretary

Index of Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Merger dated February 11, 2016, by and among: (a) Web.com Group, Inc., a Delaware corporation; (b) Barton Creek Web.com, LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent; (c) Yodle, Inc., a Delaware corporation; and (d) Shareholder Representative Services LLC, a Colorado limited liability company solely in its capacity as the Stockholders' Representative.
10.1	Amendment to Credit Agreement, dated as of February 11, 2016, by and among the Company, the guarantors party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the lenders party thereto.

Exhibit 2.1

EXECUTION VERSION

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AGREEMENT AND PLAN OF MERGER

by and among

WEB.COM GROUP, INC.,
a Delaware corporation,

BARTON CREEK WEB.COM, LLC,
a Delaware limited liability company,

YODLE, INC.
a Delaware corporation

and

SHAREHOLDER REPRESENTATIVE SERVICES LLC,
a Colorado limited liability company

Dated as of **February 11, 2016**

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "***Agreement***") is made and entered into as of February 11, 2016, by and among: (a) **WEB.COM GROUP, INC.**, a Delaware corporation ("***Parent***"); (b) **BARTON CREEK WEB.COM, LLC,** a Delaware limited liability company and a wholly owned subsidiary of Parent ("***Merger Sub***"); (c) **YODLE, INC.,** a Delaware corporation (the "***Company***"); and (d) **SHAREHOLDER REPRESENTATIVE SERVICES LLC**, a Colorado limited liability company solely in its capacity as the Stockholders' Representative. Certain other capitalized terms used in this Agreement are defined in **Exhibit** .

RECITALS

A. Parent desires to acquire one hundred percent (100%) of the issued and outstanding shares of capital stock of the Company for cash in a reverse subsidiary merger transaction on the terms and subject to the conditions set forth herein.

B. The Boards of Directors of the Company, Parent and Merger Sub have each (i) determined that the Merger (as defined below) is advisable and (ii) approved this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein.

C. The Boards of Directors of the Company and Merger Sub are each recommending to their respective stockholders the approval and adoption of this Agreement and the transactions contemplated hereby, including the Merger.

D. The Company expects that within three (3) business days of the execution of this Agreement, the Requisite Stockholder Vote (as defined below) evidenced by an executed consent will be obtained adopting and approving this Agreement.

AGREEMENT

The parties to this Agreement agree as follows:

Section 1. DESCRIPTION OF TRANSACTION

1.1 Merger of Merger Sub into the Company. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall merge with and into the Company (the "***Merger***") in accordance with the DGCL, whereupon the separate existence of Merger Sub shall cease. The Company will continue as the surviving corporation in the Merger (the "***Surviving Corporation***").

1.2 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL.

1.3 Closing. The consummation of the Transactions (the "***Closing***") shall take place at the offices of Cooley LLP, 1114 Avenue of the Americas, New York, New York 10036, at 10:00 a.m. local time on a date to be mutually agreed upon by Parent and the Company, which date shall be no later than the second (2nd) business day after all of the conditions set forth in Section 7 of this Agreement have been satisfied or waived (other than those conditions which, by their terms, are intended to be satisfied at the Closing). The date on which the Closing actually takes place is referred to in this Agreement as the "***Closing Date***."

1.4 Effective Time. At the Closing, the Company and Merger Sub shall cause a certificate of merger substantially in the form of **Exhibit B** hereto (the "***Certificate of Merger***") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware and make all other filings required by the DGCL in connection with the Merger. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such other time as Parent and the Company shall agree and specify in the Certificate of Merger (the "***Effective Time***").

1.5 Certificate of Incorporation and Bylaws; Directors and Officers. Unless otherwise determined by Parent and the Company prior to the Effective Time:

(a) the certificate of incorporation of the Surviving Corporation shall be amended and restated as of the Effective Time to substantially conform to **Exhibit C**;

(b) the bylaws of the Surviving Corporation shall be amended and restated as of the Effective Time to substantially conform to the bylaws of Merger Sub as in effect immediately prior to the Effective Time and as set forth on **Exhibit D**; and

(c) the directors and officers of the Surviving Corporation immediately after the Effective Time shall be the individuals identified on **Exhibit E**.

1.6 Merger Consideration.

(a) **Certain Definitions**. Definitions used in this Agreement can be found on Exhibit A which is incorporated herein by this reference.

(b) **Calculation of the Merger Consideration**. The "***Merger Consideration***" shall equal an aggregate amount in cash determined as follows:

(i) $342,000,000;

(ii) **plus**, on a dollar-for-dollar basis, the amount of any Cash of the Company immediately prior to the Effective Time;

(iii) **minus**, on a dollar-for-dollar basis, the amount of the Company Transaction Expenses to the extent not paid prior to the Closing; and

(iv) **minus**, on a dollar-for-dollar basis, the amount of the Company Debt;

(v) **minus**, on a dollar-for-dollar basis, the amount of payments to be made pursuant to the Company's 2015 bonus plan and the amount of payments payable under the Retention Bonus Agreements, in each case if such payments have not been made prior to the Closing; and

(vi) **plus or minus,** the Closing Adjustment determined in accordance with Section 1.7(a) below.

The Merger Consideration shall be adjusted pursuant to Sections 1.7 and 8, if necessary.

1.7 Merger Consideration Price Adjustment.

(a) **Closing Adjustment**.

(vii) At least five (5) business days before the Closing, the Company shall prepare and deliver to Parent a statement setting forth its good faith estimate of Closing Working Capital (the "***Estimated Closing Working Capital***"), which statement shall contain an estimated balance sheet of the Company as of the Closing Date (without giving effect to the transactions contemplated herein), a calculation of Estimated Closing Working Capital (the "***Estimated Closing Working Capital Statement***"**),** and a certificate of the Chief Financial Officer of the Company that the Estimated Closing Working Capital Statement was prepared in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements for the most recent fiscal year end as if such Estimated Closing Working Capital Statement was being prepared and audited as of a fiscal year end.

(viii) The "***Closing Adjustment***" shall be an amount equal to the Estimated Closing Working Capital plus $35,200,000. If the Closing Adjustment is a positive number, the Merger Consideration shall be increased by the amount of the Closing Adjustment pursuant to Section 1.6(b)(vi). If the Closing Adjustment is a negative number, the Merger Consideration shall be reduced by the amount of the Closing Adjustment pursuant to Section 1.6(b)(vi).

(b) **Post-Closing Adjustment**.

(i) Within 90 days after the Closing Date, Parent shall prepare and deliver to the Stockholder's Representative a statement setting forth its calculation of Closing Working Capital, which statement shall contain an audited balance sheet of the Company as of the Closing Date (without giving effect to the transactions contemplated herein), a calculation of Closing Working Capital (the "***Closing Working Capital Statement***") and a certificate of the Chief Financial Officer of Parent that the Closing Working Capital Statement was prepared in accordance with GAAP applied using the same accounting methods, practices, principles,

policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements for the most recent fiscal year end as if such Closing Working Capital Statement was being prepared and audited as of a fiscal year end.

(ii) The post-closing adjustment shall be an amount equal to the Closing Working Capital minus the Estimated Closing Working Capital (the "***Post-Closing Adjustment***"). If the Post-Closing Adjustment is a positive number, the Merger Consideration shall be increased by an amount equal to the Post-Closing Adjustment. If the Post-Closing Adjustment is a negative number, the Merger Consideration shall be decreased by an amount equal to the Post-Closing Adjustment.

(c) **Examination and Review**.

(i) Examination. After receipt of the Closing Working Capital Statement, the Stockholders' Representative shall have 30 days (the "***Review Period***") to review the Closing Working Capital Statement. During the Review Period, the Stockholders' Representative and the Stockholders' Representative's Accountants shall have full access to the books and records of the Company, the personnel of, and work papers prepared by, Parent and/or Parent's Accountants to the extent that they relate to the Closing Working Capital Statement and to such historical financial information (to the extent in Parent's possession) relating to the Closing Working Capital Statement as the Stockholders' Representative may reasonably request for the purpose of reviewing the Closing Working Capital Statement and to prepare a Statement of Objections (defined below), *provided, that* such access shall be in a manner that does not interfere with the normal business operations of Parent or the Company.

(ii) Objection. On or prior to the last day of the Review Period, the Stockholders' Representative may object to the Closing Working Capital Statement by delivering to Parent a written statement setting forth the Stockholders' Representative's objections in reasonable detail, indicating each disputed item or amount and the basis for the Stockholders' Representative's disagreement therewith (the "***Statement of Objections***"). If the Stockholders' Representative fails to deliver the Statement of Objections before the expiration of the Review Period, the Closing Working Capital Statement and the Post-Closing Adjustment, as the case may be, reflected in the Closing Working Capital Statement shall be deemed to have been accepted by the Stockholders' Representative. If the Stockholders' Representative delivers the Statement of Objections before the expiration of the Review Period, Parent and the Stockholders' Representative shall negotiate in good faith to resolve such objections within 30 days after the delivery of the Statement of Objections (the "***Resolution Period***"), and, if the same are so resolved within the Resolution Period, the Post-Closing Adjustment and the Closing Working Capital Statement with such changes as may have been previously agreed in writing by Parent and the Stockholders' Representative, shall be final and binding.

(iii) Resolution of Disputes. If the Stockholders' Representative and Parent fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute ("***Disputed Amounts***" and any amounts not so disputed, the "***Undisputed Amounts***") shall be

submitted for resolution to the office of Grant Thornton LLP, or, if Grant Thornton LLP is unable to serve, Parent and the Stockholders' Representative shall appoint by mutual agreement the office of an impartial nationally recognized firm of independent certified public accountants other than the Stockholders' Representative's Accountants or Parent's Accountants (the "***Independent Accountants***") who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the Post-Closing Adjustment, as the case may be, and the Closing Working Capital Statement. The parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountants shall only decide the specific items under dispute by the parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Closing Working Capital Statement and the Statement of Objections, respectively.

(iv) Fees of the Independent Accountants. The fees and expenses of the Independent Accountant shall be paid by reduction of the Merger Consideration (through a reduction to the Second Anniversary Merger Consideration), on the one hand, and by Parent, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Stockholders' Representative or Parent, respectively, bears to the aggregate amount actually contested by the Stockholders' Representative and Parent.

(v) Determination by Independent Accountants. The Independent Accountants shall make a determination as soon as practicable within 30 days (or such other time as the parties hereto shall agree in writing) after their engagement, and their resolution of the Disputed Amounts and their adjustments to the Closing Working Capital Statement and/or the Post-Closing Adjustment shall be conclusive and binding upon the parties hereto.

(d) **Adjustments for Tax Purposes.** Any payments made pursuant to Section 1.7 shall be treated as an adjustment to the Merger Consideration by the parties for Tax purposes, unless otherwise required by Law.

1.8 Calculation and Payment of the Merger Consideration.

(a) **Calculation and Determination of the Merger Consideration**.

(iii) Not less than five (5) business days prior to the Closing Date, the Company shall cause to be prepared and delivered to Parent **(I)** the Estimated Closing Working Capital Statement as set forth in Section 1.7(a), **(2)** a reasonably detailed statement containing the Company's good faith calculation of the Merger Consideration (the "***Closing Statement***") based on the Estimated Closing Working Capital Statement and (**3**) the Payout Spreadsheet based on the calculation of the Merger Consideration set forth on the Closing Statement.

(iv) During such five (5) business day period prior to the Closing (the "***Confirmation Period***"), in addition to the access rights provided by Section 4.1 hereof, the Company shall **(I)** afford Parent through its officers, employees and representatives (including its legal advisors and accountants) access to the Company's books and records as and to the extent reasonably necessary for Parent to confirm the Company's calculation of the Merger Consideration, **(I)** make available to Parent the Company's employees who were materially

involved in the preparation of the Closing Statement, and **(I)** provide Parent with any other documentation or information reasonably requested to confirm the Closing Statement.

(v) During the Confirmation Period, the Company and Parent shall use commercially reasonable efforts to agree on a Closing Statement, which Closing Statement, as so agreed, shall be deemed to be the final "***Closing Statement***" and shall be conclusive and binding upon all parties and shall not be subject to dispute or review, other than with respect to the Post-Closing Adjustment, if any.

(b) **Payments at the Closing, First Anniversary of the Closing and the Second Anniversary of the Closing**.

(vi) At the Closing, Parent or the Surviving Corporation shall pay the Company Debt by wire transfer of immediately available funds to each of the applicable holders;

(vii) At the Closing, Parent or the Surviving Corporation shall pay the Company Transaction Expenses by wire transfer of immediately available funds to each of the applicable service providers;

(viii) At the Closing, Parent shall pay to the individuals and entities listed on **Exhibit F** (the "***Closing Date Payees***"), by wire transfer of immediately available funds, an amount equal to their applicable portion of the Closing Merger Consideration;

(ix) At the Closing, Parent or the Surviving Corporation shall deliver to the Stockholders' Representative, by wire transfer of immediately available funds, an amount equal to the Expense Fund;

(x) Parent shall deliver to the Payments Administrator, by wire transfer of immediately available funds, an amount equal to the balance of the Closing Merger Consideration not paid by Parent pursuant to clauses (i) through (iv) above, which aggregate amount shall be paid out by the Payments Administrator to holders of Company Capital Stock in accordance with this Agreement;

(xi) On or prior to the first anniversary of the Closing (the "***First Anniversary Date***"), Parent shall deliver to the Payments Administrator, by wire transfer of immediately available funds, an amount equal to the First Anniversary Merger Consideration, minus Active Indemnity Claim Amounts which have been placed into the Indemnity Claims Escrow and minus any Representative Losses payable to the Stockholders' Representative pursuant to Section 10.16(b), which aggregate amount shall not be less than zero and shall be paid out by the Payments Administrator to holders of Company Capital Stock in accordance with this Agreement; and

(xii) On or prior to the second anniversary of the Closing (the "***Second Anniversary Date***" and together with the First Anniversary Date, the "***Anniversary Dates***"), Parent shall deliver to the Payments Administrator, by wire transfer of immediately available funds, an amount equal to the Second Anniversary Merger Consideration minus Active Indemnity

Claim Amounts which have been placed into the Indemnity Claims Escrow and minus any Representative Losses payable to the Stockholders' Representative pursuant to Section 10.16(b) (except to the extent previously deducted from the First Anniversary Merger Consideration), which aggregate amount shall not be less than zero and shall be paid out by the Payments Administrator to holders of Company Capital Stock in accordance with this Agreement.

(xiii) If Parent fails to deliver all or any portion of the Anniversary Merger Consideration to the Payments Administrator on or prior to the applicable Anniversary Date, then, interest shall accrue on the portion of the Anniversary Merger Consideration which has not been delivered to the Payments Administrator (less any Active Indemnity Claim Amounts which have been placed into the Indemnity Claims Escrow) at the Specified Rate per annum, until such unpaid amount of the applicable Anniversary Merger Consideration (plus all accrued but unpaid interest thereon) is delivered to the Payments Administrator to be paid out by the Payments Administrator to holders of Company Capital Stock in accordance with this Agreement. Any interest that accrues on the Anniversary Merger Consideration pursuant to this Subsection 1.8(b)(viii) shall be payable by Parent (through delivery of such amounts to the Payments Administrator to be paid out to holders of Company Capital Stock in accordance with this Agreement) quarterly, on March 31, June 30, September 30, and December 31 of any given year.

1.9 Effect on Capital Stock. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) **Conversion of Merger Sub Stock**. Each share of common stock, par value $0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation. From and after the Effective Time, all certificates representing the common stock of Merger Sub shall be deemed for all purposes to represent the number of shares of common stock of the Surviving Corporation into which they were converted in accordance with the immediately preceding sentence.

(b) **Conversion of Series E Preferred Stock**. Each share of Company Series E Preferred Stock issued and outstanding immediately prior to the Effective Time shall be converted into a right to receive an amount in cash equal to the Series E Preferred Per Share Liquidation Amount.

(c) **Conversion of Series F Preferred Stock**. Each share of Company Series F Preferred Stock issued and outstanding immediately prior to the Effective Time shall be converted into a right to receive an amount in cash equal to the Series F Preferred Per Share Liquidation Amount.

(d) **Conversion of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Common Stock**. Each share of Company Series A Preferred Stock, Company Series B Preferred Stock, Company Series C Preferred Stock, Company Series D Preferred Stock and Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into a right to receive an amount in cash equal to the Non-

Series E/F Closing Per Share Merger Consideration plus, when payable, the First Anniversary Per Share Merger Consideration plus, when payable, the Second Anniversary Per Share Merger Consideration.

(e) **Adjustments**. In the event that the Company, at any time or from time to time between the date of this Agreement and the Effective Time, declares or pays any dividend on Company Capital Stock payable in Company Capital Stock or in any right to acquire Company Capital Stock, or effects a subdivision of the outstanding shares of Company Capital Stock into a greater number of shares of Company Capital Stock, or in the event the outstanding shares of Company Capital Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Company Capital Stock, then the amounts payable in respect of shares of Company Capital Stock pursuant to this Section 1.9 shall be appropriately adjusted.

(f) **Amendment to Company Certificate of Incorporation**. Prior to the Closing the Company shall amend its Certificate of Incorporation, substantially in the form of **Exhibit G** hereto, to provide that the payments as described above shall not conflict with the provisions of the Company's Certificate of Incorporation.

1.10 Effect on Options and Warrants.

(a) **Company Options**.

(i) Upon the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any further action on the part of the Company or of any Securityholder, (A) each Company Vested In-The-Money Option that is outstanding immediately prior to the Effective Time shall be cancelled without the payment of cash or issuance of other securities in respect thereof from the Merger Consideration, and (B) each Company Unvested Option that is held by a Non-Continuing Employee that is outstanding immediately prior to the Effective Time shall be cancelled without the payment of cash or issuance of other securities in respect thereof from the Merger Consideration. The cancellation of a Company Vested In-The-Money Option or Company Unvested Option as provided above shall be deemed a release of any and all rights the holder thereof had or may have had in respect of such Company Vested In-The-Money Option or Company Unvested Option. A Company Vested In-The-Money Option that is exercised with a Specified Loan shall not be deemed to have been canceled, but shall be deemed to have been exercised immediately prior to the Effective Time.

(ii) At the Effective Time, each Company Out-Of-The-Money-Option and each Company Unvested Option, in each case that is outstanding and unexercised immediately prior to the Effective Time and that is held by a Continuing Employee shall be converted into and become an option to purchase Parent Common Stock, and Parent shall assume such Company Out-Of-The-Money-Option or Company Unvested Option in accordance with the terms (as in effect as of the date of this Agreement) of the Company Option Plan and the terms of the stock option agreement by which such Company Out-Of-The-Money-Option or Company Unvested Option is evidenced. All rights with respect to Company Common Stock under Company Out-Of-The-Money-Options and Company Unvested Option s assumed by Parent shall thereupon be converted into options to purchase Parent Common Stock. Accordingly, from and after the Effective Time:

(A) each Company Out-Of-The-Money-Option and Company Unvested Option assumed by Parent may be exercised solely for shares of Parent Common Stock; (B) the number of shares of Parent Common Stock subject to each Company Out-Of-The-Money-Option and Company Unvested Option assumed by Parent shall be determined by multiplying the number of shares of Company Common Stock that were subject to such Company Out-Of-The-Money-Option or Company Unvested Option immediately prior to the Effective Time by the Option Exchange Ratio, and rounding the resulting number down to the nearest whole number of shares of Parent Common Stock; (C) the per share exercise price for the Parent Common Stock issuable upon exercise of each Company Out-Of-The-Money-Option or Company Unvested Option assumed by Parent shall be determined by dividing the per share exercise price of Company Common Stock subject to such Company Unvested Option, as in effect immediately prior to the Effective Time, by the Option Exchange Ratio, and rounding the resulting exercise price up to the nearest whole cent; and (D) any restriction on the exercise of any Company Out-Of-The-Money-Option and Company Unvested Option assumed by Parent shall continue in full force and effect and the term, exercisability, vesting schedule and other provisions of such Company Out-Of-The-Money-Option or Company Unvested Option shall remain unchanged.

(iii) At the Effective Time, Parent shall assume the Company Option Plan. Parent shall be entitled to grant stock awards under the Company Option Plan, to the extent permissible under applicable Legal Requirements, using the share reserve of the Company Option Plan as of the Effective Time (including any shares returned to such share reserve as a result of the termination of Company Options that are assumed by Parent pursuant to this Section 1.10(a), except that: (a) stock covered by such awards shall be shares of Parent Common Stock; (b) all references in the Company Option Plan to a number of shares of Company Common Stock shall be deemed amended to refer instead to a number of shares of Parent Common Stock determined by multiplying the number of referenced shares of Company Common Stock by the Option Exchange Ratio, and rounding the resulting number down to the nearest whole number of shares of Parent Common Stock; and (c) the board of directors of Parent or a committee thereof shall succeed to the authority and responsibility of the board of directors of the Company or any committee thereof with respect to the administration of the Company Option Plan.

(b) **Certain Actions With Respect to Options**. Prior to the Closing Date, the board of directors of the Company (or the compensation committee of the Company, as applicable), shall take all actions as may be reasonably necessary or required in accordance with applicable Legal Requirements, the Company Option Plan or the award agreements applicable to such Company Options to effectuate all of the actions contemplated by this Section 1.10, including giving the required notice under the Company Option Plan.

(c) **Treatment of Company Warrants**. At the Effective Time, each then-outstanding warrant to purchase capital stock of the Company (each a "***Company Warrant***") shall be cancelled without the payment of cash or issuance of other securities in respect thereof. The cancellation of a Company Warrant as provided in the immediately preceding sentence shall be deemed a release of any and all rights the holder thereof had or may have had in respect of such Company Warrant. The Company shall take all actions as shall be necessary to obtain the consent

of any holder of a Company Warrant to the treatment such Company Warrant to the extent such Company Warrant, absent such consent, is in conflict with this Section 1.10(c).

1.11 Exchange of Company Stock.

(a) Prior to the Closing Date, Acquiom Clearinghouse LLC or, if such firm is unable or unwilling to serve in such capacity, another financial institution reasonably acceptable to the Company and Parent shall be appointed to act as Payments Administrator for the Merger (the "***Payments Administrator***") pursuant to a Payments Administrator agreement (the "***Payments Administrator Agreement***"), providing for, among other things, the matters set forth in this Section 1.11. The fees and expenses of the Payments Administrator shall be paid by the Parent, and the amount and the fees of the Payments Administrator with respect to the distribution of the Closing Merger Consideration (but not the distribution of the Anniversary Merger Consideration), shall be deemed Company Transaction Expenses.

(b) After the Closing, promptly following surrender to the Payments Administrator of a certificate representing share(s) of Company Capital Stock (each, a "***Company Stock Certificate***"), or if any Company Stock Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder thereof (each, an "***Affidavit***"), together with a duly completed and executed letter of transmittal, substantially in the form of **Exhibit H** attached hereto (a "***Letter of Transmittal***"), the Payments Administrator will pay (or cause to be paid), in accordance with Section 1.9 and the Payout Spreadsheet, to the holder of such Company Stock Certificate or Affidavit the amount payable with respect to such share(s) of Company Capital Stock as provided in Section 1.9 and the Payout Spreadsheet, by wire transfer of immediately available funds to the account designated in the applicable Letter of Transmittal. On the First Anniversary Date, the Payments Administrator will pay (or cause to be paid), in accordance with Section 1.9, to the holder of such Company Stock Certificate or Affidavit the amount payable with respect to such share(s) of Company Capital Stock as provided in Section 1.9 with respect to the First Anniversary Merger Consideration (minus the Pro Rata Portion of any Active Indemnity Claim Amounts which have been placed into the Indemnity Claims Escrow and minus the Pro Rata Portion of any Representative Losses payable to the Stockholders' Representative pursuant to Section 10.16), by wire transfer of immediately available funds to the account designated in the applicable Letter of Transmittal. On the Second Anniversary Date, the Payments Administrator will pay (or cause to be paid), in accordance with Section 1.9, to the holder of such Company Stock Certificate or Affidavit the amount payable with respect to such share(s) of Company Capital Stock as provided in Section 1.9 with respect to the Second Anniversary Merger Consideration (minus the Pro Rata Portion of any Active Indemnity Claim Amounts which have been placed into the Indemnity Claims Escrow and minus the Pro Rata Portion of any Representative Losses payable to the Stockholders' Representative pursuant to Section 10.16), by wire transfer of immediately available funds to the account designated in the applicable Letter of Transmittal. At any time when the Payments Administrator receives payment of interest on Anniversary Merger Consideration, the Payments Administrator will pay (or cause to be paid) to the holders of such Company Stock Certificate or Affidavit the amount payable with respect thereto, by wire transfer of immediately available funds to the account designated in the applicable Letter of Transmittal. On or after the Effective Time, any shares of Company Capital Stock presented to the Surviving Corporation or Parent for any

reason shall be promptly forwarded to the Payments Administrator and converted into the consideration payable in respect thereof pursuant to Section 1.9 without any interest thereon. None of Parent, the Surviving Corporation or their Affiliates shall be liable to any Securityholder for any amount paid to any public official pursuant to applicable abandoned property, escheat, or similar laws. Any amount remaining in the Payment Administrator's possession that is unclaimed by Securityholders three (3) years after the Closing Date shall be returned to the Surviving Corporation for the benefit of the Securityholders entitled to such amounts, subject to applicable escheat laws.

1.12 Closing of the Company's Transfer Books. At the Effective Time, holders of Company Stock Certificates that were outstanding immediately prior to the Effective Time shall cease to have any rights as stockholders of the Company except as otherwise provided in this Agreement or by applicable Legal Requirements, and the stock transfer books of the Company shall be closed with respect to all shares of such capital stock outstanding immediately prior to the Effective Time. No further transfer of any such shares of the Company Capital Stock shall be made on such stock transfer books after the Effective Time. If, after the Effective Time, a valid Company Stock Certificate is presented to the Surviving Corporation or Parent, such Company Stock Certificate shall be canceled and shall be exchanged as provided in Section 1.11.

1.13 Dissenting Shares.

(a) Notwithstanding any other provision of this Agreement to the contrary, shares of Company Capital Stock that are outstanding immediately prior to the Effective Time and that are held by stockholders of the Company who shall have not voted in favor of the Merger or consented thereto in writing and who shall have properly demanded appraisal for such shares in accordance with Section 262 of the DGCL (collectively, the "***Dissenting Shares***") shall not be converted into or represent the right to receive a portion of the Merger Consideration. Such stockholders instead shall be entitled to receive payment from the Company of the appraised value of such shares of Company Capital Stock held by them in accordance with the provisions of Section 262 of the DGCL.

(b) Notwithstanding the provisions of Section 1.13(a), if any holder of Dissenting Shares shall effectively withdraw or lose (through failure to perfect or otherwise) his or her appraisal rights, then, as of the later of the Effective Time and the occurrence of such event, such holder's shares of Company Capital Stock shall automatically be converted into and represent only the right to receive the consideration for Company Capital Stock to which such stockholder would otherwise be entitled under Section 1.9, without interest thereon, upon surrender of the Company Stock Certificate representing such shares or submission of an Affidavit.

1.14 Further Action. If, at any time after the Effective Time, any further action is determined by Parent to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation or Parent with full right, title and possession of and to all rights and property of Merger Sub and the Company, the officers and directors of the Surviving Corporation and Parent shall be fully authorized (in the name of Merger Sub, in the name of the Company and otherwise) to take such action.

1.15 Withholding Rights. Parent shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any Effective Time

Holder such amounts as it is required to deduct and withhold therefrom with respect to the payment of such consideration under the Code or under any provision of state, local or foreign Tax or other Legal Requirement. To the extent that amounts are so withheld by or on behalf of Parent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Effective Time Holders in respect of which such deduction and withholding was made. If amounts are not deducted or withheld from consideration payable under this Agreement and a Taxing Authority later asserts that such amounts should have been so deducted or withheld, the Effective Time Holder to whom such consideration was paid shall be liable for payment of such amounts and shall indemnify Parent and its Affiliates (including the Company) and agents for any amounts imposed by such Taxing Authority, other than any interest and penalties imposed with respect thereto. Further, Parent shall be entitled to withhold from the Closing Merger Consideration payable to a holder of Company Common Stock by virtue of such holder's exercise of a Company Vested In-The-Money Option with a Specified Loan the amount of such Specified Loan.

1.16 Parent's Obligations. So long as Parent shall have made the payments and deposits required pursuant to Section 1.8(b) at the times and to the recipients provided in such Section 1.8(b), the parties understand and agree that neither Parent, Merger Sub nor the Surviving Corporation shall have any liability to any Person for any errors or omissions in the allocation or subsequent disbursement of such portion of the Merger Consideration by the Payments Administrator or Stockholders' Representative, as applicable.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Subject to the limitations contained in this Agreement, the Company hereby represents and warrants to Parent and Merger Sub that the statements contained in this Section 2 are true and correct, except as expressly set forth on the Disclosure Schedule delivered separately hereto and simultaneously herewith (the "***Disclosure Schedule***"). The Disclosure Schedule shall be arranged in separate parts corresponding to the numbered and lettered sections contained in this Section 2, and the information disclosed in any numbered or lettered part shall be deemed to relate to and to qualify the particular representation or warranty set forth in the corresponding numbered or lettered section in this Section 2 and shall not be deemed to relate to or to qualify any other representation or warranty. For purposes of this Agreement, each statement or other item of information set forth in the Disclosure Schedule or Disclosure Supplement shall be deemed to be a representation and warranty made by the Company in this Section 2.

2.1 Existence and Power. The Company is a corporation duly organized, validly existing and in good standing under the Legal Requirements of its jurisdiction of incorporation. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary, except as set forth on **Section 2.1 of the Disclosure Schedule** or such jurisdictions where the failure to be so qualified or licensed or in good standing would not reasonably be expected to have a Material Adverse Effect. The Company has heretofore made available to Parent true and complete copies of (a) the Company Charter and its bylaws as currently in effect, (b) the stock ledger of the Company, and (3) except as set forth in **Section 2.1 of the Disclosure Schedule**, the minutes of the meetings (including any actions taken by written

consent without a meeting) of the stockholders of the Company, the board of directors of the Company and all committees of the board of directors of the Company. There has not been any violation of any of the provisions of the Company Charter or bylaws, and the Company has not taken any action that is inconsistent in any material respect with any resolution adopted by the Company's stockholders, the Company's board of directors or any committee of the Company's board of directors. The stock ledger and minute book of the Company are accurate, up-to-date and complete in all material respects, and have been maintained in accordance with prudent business practices.

2.2 Corporate Authorization.

(a) The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Transactions are within the Company's corporate powers and, except for the required approval of the Company's stockholders in connection with the consummation of the Merger, have been duly authorized by all necessary corporate action on the part of the Company. This Agreement constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency and other similar laws affecting the enforcement of creditors' rights in general and to general principles of equity (regardless of whether considered in a proceeding in equity or an action at law).

(b) At a meeting duly called and held, the Company's Board of Directors has unanimously determined that this Agreement and the Transactions are advisable, unanimously approved and adopted this Agreement and the Transactions and unanimously resolved to recommend approval and adoption of this Agreement by its stockholders. The only votes or consents required to approve this Agreement, and the amendment to the Company Charter as required pursuant to Section 1.9(f), by the Company's stockholders under the DGCL and the Company Charter are set forth on **Section 2.2 of the Disclosure Schedule** (the "***Necessary Stockholder Vote under the DGCL and Company Charter***").

2.3 Subsidiaries.

(a) **Section 2.3 of the Disclosure Schedule** sets forth a complete and correct list of each Subsidiary of the Company and its place and form of organization.

(b) Each Subsidiary of the Company is a corporation duly organized, validly existing and in good standing under the Legal Requirements of its jurisdiction of incorporation. Each Subsidiary of the Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary, except such jurisdictions where the failure to be so qualified or licensed or in good standing would not reasonably be expected to have a Material Adverse Effect. The Company has heretofore delivered to Parent true and complete copies of the certificate of incorporation of each Subsidiary of the Company and their respective bylaws as currently in effect.

(c) **Section 2.3 of the Disclosure Schedule** sets forth, for each Subsidiary of the Company, as applicable: (i) its authorized capital stock, voting securities or ownership interests; (ii) the number and type of any capital stock, voting securities or ownership interests, and any option, warrant, right or security convertible, exchangeable or exercisable therefor, outstanding; and (iii) the record owner(s) thereof.

(d) Except as set forth on **Section 2.3 of the Disclosure Schedule**, neither the Company nor any of its Subsidiaries directly or indirectly owns any capital stock of, or other equity, ownership, profit, voting or similar interest in, or any interest convertible, exchangeable or exercisable for any equity, ownership, profit, voting or similar interest in, any Person.

2.4 Capitalization.

(d) The authorized capital stock of the Company consists of **(I)** 170,000,000 shares of Company Common Stock, of which, as of the date hereof, 47,218,753 shares are issued and outstanding and **(I)** 85,431,561 shares of Company Preferred Stock, (I) 25,224,914 of which are designated as Company Series A Preferred Stock, of which, as of the date hereof, 24,913,495 shares are issued and outstanding, (I) 21,305,114 of which are designated as Company Series B Preferred Stock, of which, as of the date hereof 21,164,021 shares are issued and outstanding, (I) 15,837,919 of which are designated as Company Series C Preferred Stock, of which, as of the date hereof, 15,837,919 shares are issued and outstanding, (I) 16,723,034 of which are designated as Company Series D Preferred Stock, of which, as of the date hereof, 14,394,800 shares are issued and outstanding, (I) 4,673,913 of which are designated as Company Series E Preferred Stock, of which, as of the date hereof, 4,673,913 shares are issued and outstanding and (I) 1,666,667 of which are designated as Company Series F Preferred Stock, of which, as of the date hereof, 1,666,667 shares are issued and outstanding. All outstanding shares of Company Common Stock (i) are duly authorized, validly issued, fully paid and non-assessable and are not subject to preemptive rights created by statute, the Company Charter or bylaws or any Contract to which the Company is a party or by which it is bound, and (ii) have been offered, sold and delivered by the Company in compliance in all material respects with all applicable Legal Requirements.

(e) Except for the Company Option Plan or as set forth on **Section 2.4 of the Disclosure Schedule**, neither the Company nor any of its Subsidiaries has ever adopted, sponsored or maintained any stock option plan or any other plan or agreement providing for equity compensation to any other Person (other than through grants made pursuant to the Company Option Plan). The Company Option Plan has been duly authorized, approved and adopted by the Company's board of directors and its stockholders and is in full force and effect. As of the date hereof, the Company has reserved a total of 41,953,663 shares of Company Common Stock for issuance under the Company Option Plan, of which, as of the date hereof: (i) 17,696,510 shares are issuable upon the exercise of outstanding, unexercised Company Options and (ii) 5,940,385 shares are available for grant but have not yet been granted pursuant to the Company Option Plan. All outstanding Company Options have been offered, issued and delivered by the Company in compliance in all material respects with all applicable Legal Requirements and with the terms and conditions of the Company Option Plan. No Company Option has an exercise price less than the fair market value

of the underlying equity as of the date such right was granted (as determined in accordance with Section 409A of the Code).

(f) Except for the outstanding Company Preferred Stock, Company Options and the Company Warrants identified and set forth on **Section 2.4 of the Disclosure Schedule**, as of the date hereof, there are no options, warrants, calls, rights, convertible securities, commitments or agreements of any character, written or oral, to which the Company is a party, or by which the Company is bound, obligating the Company to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any Company Common Stock or equity interest of any Subsidiary of the Company, or obligating the Company to grant, extend, accelerate the vesting of, change the price of, otherwise amend or enter into any such option, warrant, call, right, commitment or agreement. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or other similar rights with respect to the Company.

(g) Except as set forth in **Section 2.4 of the Disclosure Schedule**, (i) there are no voting trusts, proxies, or other agreements or understandings with respect to the voting stock of the Company to which the Company is a party, by which the Company is bound, or of which the Company has Knowledge, and (ii) there are no agreements or understandings to which the Company is a party, by which the Company is bound, or of which the Company has Knowledge relating to the registration, sale or transfer (including agreements relating to rights of first refusal, "co-sale" rights, "drag-along" rights or registration rights) of any Company Capital Stock, or any other investor rights, including, without limitation, rights of participation (*i.e.*, pre-emptive rights), co-sale, voting, first refusal, board observation, visitation or information or operational covenants (the items described in clauses (i) and (ii) being, collectively, the "***Rights Agreements***"). On or prior to the Effective Time, all Rights Agreements shall have been terminated and shall be of no further force or effect, except as set forth in **Section 2.4 of the Disclosure Schedule**.

2.5 Governmental Authorization. The execution, delivery and performance by the Company of this Agreement and each of the Transaction Documents to which the Company is a party require no action by or in respect of, or filing with, any Governmental Body, other than (a) the filing of the Certificate of Merger with the secretary of state of Delaware and appropriate documents with the relevant authorities of other states in which the Company does business; (b) compliance with any applicable requirements of the HSR Act and any applicable foreign Antitrust Laws; (c) compliance with any applicable requirements of the Securities Act, the Exchange Act, and any other applicable U.S. state or federal securities laws; and (d) any actions or filings the absence of which would not be reasonably expected to have a Material Adverse Effect, or materially to impair the ability of the Company to consummate the Transactions.

2.6 Non-Contravention. The execution, delivery and performance by the Company of this Agreement and the consummation of the Transactions do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the Company Charter or bylaws of the Company, (b) assuming compliance with the matters referred to in Section 2.5, contravene, conflict with or result in a violation or breach of any provision of any Legal Requirement, (c) except as set forth on **Section 2.6 of the Disclosure Schedule** require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would

constitute a default, under, any provision of any Contract or other instrument binding upon the Company or any of its Subsidiaries or any license, franchise, permit, certificate, approval or other similar authorization affecting, or relating in any way to, the assets or business of the Company or its Subsidiaries or (d) result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries.

2.7 Financial Statements.

(c) The Company has heretofore furnished Parent with true and accurate copies of (i) the unaudited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2015 (the "***Most Recent Balance Sheet***") and the related statements of operations and cash flows for the twelve-month period ended on the date of the Most Recent Balance Sheet (collectively, the "***Unaudited Financial Statements***"); and (ii) the audited balance sheets of the Company and its Subsidiaries as of December 31, 2013 and December 31, 2014, and the related audited statements of operations and cash flows for the years then ended, together with the notes thereto (collectively, the "***Audited Financial Statements***" and together with the Unaudited Financial Statements, the "***Financial Statements***"). The Financial Statements have been prepared in accordance with GAAP consistently followed throughout the periods indicated, except for the absence of footnotes in the case of the Unaudited Financial Statements. The Financial Statements present fairly the financial position of the Company and its Subsidiaries as of their respective dates and the statements of operations and cash flows for the respective periods then ended, subject, in the case of the Unaudited Financial Statements, to normal year-end adjustments and such other adjustments as are set forth on **Section 2.7(a) of the Disclosure Schedule**.

(d) The Company and its Subsidiaries have in place systems and processes that are customary and adequate for a company at the same stage of development as the Company and that are designed to (i) provide reasonable assurances regarding the reliability of the Financial Statements and (ii) in a timely manner accumulate and communicate to the Company's principal executive officer and principal financial officer the type of information that is required to be disclosed in the Financial Statements. None of the Company, any of its Subsidiaries or, to the Knowledge of the Company, any of their respective employees, auditors, accountants or representatives has received or otherwise had or obtained knowledge of any written complaint, allegation, assertion or claim regarding the material accuracy or integrity of the Financial Statements. To the Knowledge of the Company, there have been no instances of fraud by the Company or any of its Subsidiaries that occurred during any period covered by the Company Financial Statements.

(e) To the Company's Knowledge, during each of the periods covered by the Financial Statements, the Company's external auditor for such period was independent of the Company and its management.

2.8 Liabilities. Neither the Company nor its Subsidiaries have any liabilities of a type required to be shown on the Financial Statements in accordance with GAAP consistently applied or, to the Company's Knowledge, any other contingent liability which, individually, exceeds $50,000, in either case other than: (a) those disclosed in the Financial Statements and adequate reserves reflected; (b) those incurred in the ordinary course of business since the date of the Most Recent Balance Sheet; (c) those incurred pursuant to or in connection with the execution, delivery

or performance of this Agreement; (d) liabilities that can be determined by the terms and conditions expressly set forth on the face of Material Contracts, Company Option Plan or other contracts that have been made available to Parent; (e) other undisclosed liabilities that would not, individually or in the aggregate, reasonably be expected to be material to the Company, or that are covered by insurance policies pursuant to which full recovery (subject to applicable deductibles and retentions) is reasonably to be expected; or (f) set forth on **Section 2.8 of the Disclosure Schedule**.

2.9 Absence of Certain Changes. Except as set forth on **Section 2.9 of the Disclosure Schedule**, since the date of the Most Recent Balance Sheet through the date of this Agreement, the Company and its Subsidiaries have conducted business in the ordinary course consistent with past practices, and neither the Company nor any of its Subsidiaries has:

(d) suffered any material loss, or material interruption in use, of any asset or property (whether or not covered by insurance), on account of fire, flood, riot, strike or other hazard;

(e) made any capital expenditure or capital commitment in excess of $200,000 in any individual case or $1,000,000 in the aggregate;

(f) amended or changed its certificate of incorporation or bylaws;

(g) changed its accounting methods, principles or practices, other than to comply with any changes to the Accounting Convention that went into effect after the Most Recent Balance Sheet Date;

(h) declared, set aside or paid any dividend or other distribution with respect to any shares of capital stock or other ownership interests or repurchased or redeemed or committed to repurchase or redeem any shares of capital stock or other ownership interests other than in the ordinary course of business consistent with past practices;

(i) sold, issued or authorized the issuance of (i) any capital stock or other security (except for Company Common Stock issued upon the exercise of outstanding Company Options), (ii) any option or right to acquire any capital stock or any other security (except for Company Options described in Part 2.9 of the Disclosure Schedule), or (iii) any instrument convertible into or exchangeable for any capital stock or other security;

(j) the Company has not amended or waived any of its rights under, or permitted the acceleration of vesting under, (i) any provision of the Company Option Plan, (ii) any provision of any agreement evidencing any outstanding Company Option, or (iii) any restricted stock purchase agreement;

(k) (i) entered into or permitted any of the assets owned or used by it to become bound by any Contract that is or would constitute a Material Contract (as defined in Section 2.13(a)), or (ii) amended or prematurely terminated, or waived any material right or remedy under, any Material Contract;

(l) merged into, consolidated with, or sold a substantial part of its assets to any other Person, or permitted any other Person to be merged or consolidated with it; or

(m) suffered any adverse change with respect to its business or financial condition which has had, or would reasonably be expected to have, a Material Adverse Effect.

2.10 Properties.

(c) Neither the Company nor any of its Subsidiaries owns any real property. The Company and each of its Subsidiaries leases or subleases all real property used in its business as now conducted and proposed to be conducted. **Section 2.10(a) of the Disclosure Schedule** describes all real property leased or subleased by the Company or its Subsidiaries (the "***Real Property***"), specifying the name of the lessor or sublessor, the lease term and basic annual rent. To the Company's Knowledge, all leases of such real property are in good standing and are valid, binding and enforceable in accordance with their respective terms, and there does not exist under any such lease any material breach by the Company or any of its Subsidiaries of any event known to the Company or any of its Subsidiaries that with notice or lapse of time or both, would reasonably be expected to have a Material Adverse Effect.

(d) **Section 2.10(b) of the Disclosure Schedule** describes each item of personal property leased or subleased by the Company or its Subsidiaries with a value greater than $25,000, including but not limited to office equipment, office furniture, motor vehicles, and other fixtures, and any Liens thereon, specifying the name of the lessor or sublessor, the lease term and basic annual rent for calendar year 2016. To the Company's Knowledge, (i) all leases of such personal property are in good standing and are valid, binding and enforceable in accordance with their respective terms, and (ii) there does not exist under any such lease any material breach by the Company or any of its Subsidiaries of any event known to the Company or any of its Subsidiaries that with notice or lapse of time or both, would reasonably be expected to have a Material Adverse Effect.

2.11 Taxes. Except as set forth on **Section 2.11 of the Disclosure Schedule**:

(a) The Company and each of its Subsidiaries has, in accordance with all applicable Legal Requirements, filed all income Tax Returns and all other material Tax Returns that were required to be filed by or with respect to it in the last six (6) years, and has paid, or made adequate provision for the payment of, all Taxes which have or may become due and payable by it (whether or not shown on any Tax Return); no claim has been made in the past six (6) years by any Governmental Body in a jurisdiction where the Company or any of its Subsidiaries does not file Tax Returns that the Company or any of its Subsidiaries is or may be subject to taxation by that jurisdiction. All Taxes attributable to all Pre-Closing Tax Periods, whether due and owing or to become due and owing, will not exceed the current liability accruals for Taxes.

(b) Neither the Company nor any of its Subsidiaries has agreed to, nor has the Company or any of its Subsidiaries been requested to agree to, any extension or waiver of the statute of limitations applicable to any of their respective Tax Returns.

(c) Neither the Company nor any of its Subsidiaries is a party to or bound by any Tax allocation, sharing or indemnification agreement (other than commercial agreements entered into in the ordinary course of business the principal purpose of which is not Tax).

(d) To the Company's Knowledge, there are no pending or proposed assessments in connection with any Tax or Tax Return, or Tax examinations, Tax audits, Tax claims or Tax actions currently pending, or pending requests for information related to Tax matters. No power of attorney is currently in effect with respect to the Company or any of its Subsidiaries.

(e) The Company and each of its Subsidiaries has complied with all applicable Legal Requirements relating to the payment, reporting and withholding of Taxes (including withholding of Taxes pursuant to Sections 1441, 1442, 1445 and 1446 of the Code or similar provisions under any foreign law), has, in the manner prescribed by law, withheld from employee wages or consulting compensation and timely paid over to the proper governmental authorities (or is properly holding for such timely payment) all amounts required to be so withheld and paid over under all applicable Legal Requirements, including federal and state income Taxes, Federal Insurance Contribution Act, Medicare, Federal Unemployment Tax Act, relevant state income and employment Tax withholding laws, and has filed all withholding Tax Returns, for all periods.

(f) There are no liens for Taxes on any of the assets of the Company or its Subsidiaries except for liens for Taxes not yet due and payable.

(g) Neither the Company nor any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing, (ii) closing agreement (as described in Section 7121 of the Code) executed on or prior to the Closing, (iii) installment sale or open transaction disposition made on or prior to the Closing, (iv) prepaid amounts received on or prior to the Closing or (v) intercompany transactions undertaken on or prior to the Closing Date.

(h) The Company has delivered or made available to Parent copies of all income and other material Tax Returns and all foreign Tax Returns relating to the Company and its Subsidiaries (and amended Tax Returns, revenue agents' reports, and other notices from the Internal Revenue Service or other Tax Authorities) for each of the preceding five (5) taxable years. The Company shall promptly deliver or make available to Parent copies of all other Tax Returns and other reports and statements made or received by or on behalf of any of the Company or its Subsidiaries that relate to Taxes arising during such periods, including income tax audit reports, statements of income or gross receipts tax, franchise tax, sales tax and transfer tax received by or on behalf of the Company or any of its Subsidiaries.

(i) The Company has not been a "controlled corporation" or a "distributing corporation" in any distribution of stock qualifying for tax-free treatment under Section 355 of the Code.

(j) Neither the Company nor any of its Subsidiaries has requested any extension of time within which to file any material Tax Return, which Tax Return has not since been filed.

(k) Since January 1, 2009, the Company and its Subsidiaries have not received a ruling from any Taxing Authority, or signed an agreement with respect thereto with respect to any Tax year.

(l) Neither the Company nor any of its Subsidiaries has ever been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code, and the Company and each of its Subsidiaries has filed with the Internal Revenue Service all statements, if any, which are required under Section 1.897-2(h) of the Treasury Regulations.

(m) Neither the Company nor any of its Subsidiaries is a party to a partnership or any arrangement treated as a partnership for federal income tax purposes.

(n) Neither the Company nor any of its Subsidiaries has consummated or participated in, or is currently participating in any transaction which was or is a "Tax shelter" transaction as defined in Sections 6662 or 6111 of the Code or the Treasury Regulations promulgated thereunder. Neither the Company nor any of its Subsidiaries has participated in, or is currently participating in, a "Listed Transaction" or a "Reportable Transaction" within the meaning of Section 6707A(c) of the Code or Treasury Regulation Section 1.6011-4(b), or any transaction requiring disclosure under a corresponding or similar provision of state, local, or foreign law.

(o) Neither the Company nor any of its Subsidiaries has incurred a dual consolidated loss within the meaning of Section 1503 of the Code.

(p) The Company has never been required to include any amount in income under Section 951 of the Code with respect to its foreign subsidiaries, and will not be required to include any such amount in income under Section 951 of the Code for the current taxable year.

(q) Neither the Company nor any of its Subsidiaries that are foreign entities is engaged in a trade or business in a jurisdiction other than the jurisdiction in which they were organized.

(r) Neither the Company nor any of its Subsidiaries is subject to any gain recognition agreement under Section 367 of the Code.

(s) The Company and each of its Subsidiaries have complied with all record keeping and reporting obligations under Section 6038A with respect to the Company's ownership of and transactions with its foreign affiliates.

(t) The prices for any property or services (or the use of any property) provided by or to the Company or any of its Subsidiaries are arm's length prices for purposes of the relevant transfer pricing laws, including Treasury Regulations promulgated under Section 482 of the Code.

(u) Neither the Company nor any of its Subsidiaries (i) has been a member of an Affiliated Group filing a consolidated return (other than a group the common parent of which was the Company) or a combined, consolidated, unitary or other affiliated group Tax Return for state, local or foreign Tax purposes or (ii) has any Liability for Taxes of any Person (other than the

Company) under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local, or foreign law), as a transferee or successor, by Contract, or otherwise.

2.12 Litigation. Except as disclosed in **Section 2.12 of the Disclosure Schedule**, there is no Legal Proceeding pending, or to the Company's Knowledge threatened, against or affecting, the Company, its Subsidiaries or the Transactions, before any Governmental Body that would reasonably be expected to have a Material Adverse Effect.

2.13 Material Contracts.

(a) **Section 2.13 of the Disclosure Schedule** specifically identifies by subsection each Contract to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is otherwise bound that constitutes a Material Contract, and any amendments thereto. For purposes of this Agreement, each of the following shall be deemed to constitute a "***Material Contract***":

(i) any Contract in effect as of the date hereof with a customer or supplier that involved the payment or receipt of money in excess of $500,000 for either of the fiscal years ending December 31, 2014, or December 31, 2015 (each a "***Major Customer***" or "***Major Supplier***," as applicable);

(ii) any partnership, joint venture or other similar Contract;

(iii) any Contract relating to Indebtedness;

(iv) any Contract materially limiting the freedom of the Company or any of its Subsidiaries to engage or participate, or compete with any other Person, in any line of business, market or geographic area;

(v) any Contract (including proprietary information and invention assignment agreements, and similar employment agreements (each, a "***PIIA***")) for Company Owned Intellectual Property and Company Licensed-In Intellectual Property, other than Excluded Intellectual Property In-Licenses;

(vi) each Contract pursuant to which the Company or any of its Subsidiaries is a party that creates or grants a material Lien, other than Permitted Liens;

(vii) any Contract (A) between the Company or any of its Subsidiaries and any Governmental Authority or (B) financed by any Governmental Authority and subject to the rules and regulations of any Governmental Authority concerning procurement;

(viii) any Contract involving or incorporating any guaranty, any pledge, any performance or completion bond, any keepwell agreement or any surety arrangement;

(ix) any Contract pursuant to which the Company or any of its Subsidiaries has purchased any real property, or any Contract pursuant to which the Company is a lessor or lessee of any real property or of any machinery, office equipment, motor vehicles,

office furniture, fixtures or other personal property that by its terms requires the payment of in excess of $150,000 per annum; and

(x) any other Contract not made in the ordinary course of business that is material to the Business taken as a whole.

(b) Each Material Contract is a valid and binding agreement of the Company or its Subsidiaries, as applicable, and is in full force and effect, and the Company and its Subsidiaries are not, and to the Company's Knowledge, neither is any other party thereto, in default in any material respect under the terms of any such Material Contract, nor, to the Company's Knowledge, has any event or circumstance occurred that, with notice or lapse of time or both, would constitute an event of default thereunder. To the Company's Knowledge, except as set forth in **Section 2.13(b) of the Disclosure Schedule**, the Company and its Subsidiaries have not received any written notice to terminate, in whole or part, materially amend or not renew any executory obligation of a counterparty to a Material Contract that has not terminated or expired (in each case, according to its terms) prior to the date hereof. To the Company's Knowledge, and except as set forth in **Section 2.13(b) of the Disclosure Schedule**, no Person is actively renegotiating a Material Contract (except for any such Material Contract which has an expiration date or renewal date prior to July 1, 2016, or which can be terminated by the counterparty for convenience on less than ninety (90) days' notice). Notwithstanding anything in this Section 2.13 to the contrary: (i) **Section 2.13 of the Disclosure Schedule** need not list or set forth past or present PIIAs for Company personnel; and (ii) the parties acknowledge and agree that Section 2.14 applies (and that this Section 2.13(b) does not apply) to Contracts deemed Material Contracts pursuant to Section 2.13(a)(v).

2.14 Intellectual Property.

(a) **Section 2.14(a) of the Disclosure Schedule** sets forth a list of: (i) other than Domain Names the Company or any of its Subsidiaries registers for its customers in connection with the Business, all Registered Intellectual Property owned by the Company or its Subsidiaries (collectively, "***Company Registered Intellectual Property***") and, for each item of Company Registered Intellectual Property, the (w) application or registration number, (x) filing date, (y) applicable filing jurisdiction and (z) owner of such Company Registered Intellectual Property; and (ii) other than licenses for generally available commercial-off-the-shelf software with a total annual contract price of $100,000 or less or other licenses with a total annual contract price of $50,000 or less ("***Excluded Intellectual Property In-Licenses***"), all licenses pursuant to which Company or its Subsidiaries hold rights to Intellectual Property that is material to and necessary for the operation of the Business, whether as currently conducted or as reasonably contemplated to be conducted (all such Intellectual Property licensed to Company by a third Person licensor, whether or not required to be set forth on **Section 2.14(a) of the Disclosure Schedule**, "***Company Licensed-In Intellectual Property***").

(b) Each item of Company Registered Intellectual Property that is not an application to register Intellectual Property with a Governmental Body is subsisting, enforceable and valid. Except as set forth in **Section 2.14(b) of the Disclosure Schedule**, (i) all necessary registration, maintenance and renewal fees in connection with such Company Registered Intellectual Property due on or before the Effective Time have been paid and all necessary documents and

certificates in connection with such Company Registered Intellectual Property due to be filed on or before the Effective Time have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Company Registered Intellectual Property and (ii) in each case in which the Company has acquired any rights in or to material Registered Intellectual Property from any Person, the Company has obtained a valid and enforceable written assignment sufficient to unconditionally and irrevocably transfer to the Company all of such rights in and to such Registered Intellectual Property and, to the maximum extent provided for by, and in accordance with, applicable Legal Requirements, the Company has recorded each such assignment with the relevant Governmental Body, including the United States Patent & Trademark Office, the U.S. Copyright Office, or their respective equivalents in any relevant foreign jurisdiction, as the case may be. Except as set forth in **Section 2.14(b) of the Disclosure Schedule**, no interference, opposition, reissue, reexamination, or other proceeding is or has been pending or, to the Knowledge of Company, threatened, in which the scope, validity or enforceability of any right of Company or any Subsidiary in or to any Company Registered Intellectual Property that is material to and necessary for the operation of the Business, whether as currently conducted or as reasonably contemplated to be conducted, is being, has been, or could reasonably be expected to be, contested or challenged.

(c) Except as set forth in **Section 2.14(c) of the Disclosure Schedule**, the Company and its Subsidiaries are the sole and exclusive owners of all right, title and interest in and to each item of Company Owned Intellectual Property.

(d) All Company Owned Intellectual Property is fully transferable and licensable by the Company, and following the Closing will be fully transferable and licensable, without restriction and without payment of any kind to any third Person.

(e) Except as set forth in **Section 2.14(e) of the Disclosure Schedule,** to the extent that any Technology that is material to the Business has been developed, conceived, reduced to practice or created independently or jointly by any Person other than the Company for which the Company has provided consideration for such development or creation, the Company thereby has obtained ownership of all such Technology and all associated rights in and to any Intellectual Property therein (other than certain pre-existing, background, and underlying Intellectual Property ("***Background IP***") in such Technology) by operation of law or by valid assignment, and has required and obtained the waiver of all non-assignable rights and a valid irrevocable, perpetual, and royalty-free license in and to any Background IP in such Technology.

(f) Except as set forth in **Section 2.14(f) of the Disclosure Schedule,** (i) the Company has not transferred ownership of, or granted to any other Person any exclusive license of or exclusive right to use, or authorized the retention of any exclusive rights to use or joint ownership of, any Company Owned Intellectual Property and (ii) the Company is not bound by, and no Company Owned Intellectual Property is subject to, any Contract containing any covenant or other provision that in any way limits or restricts the ability of the Company to use, exploit, assert, or enforce any Company Owned Intellectual Property anywhere in the world.

(g) All Company Owned Intellectual Property was developed, conceived, reduced to practice, written and/or created solely by either (i) employees of the Company acting

within the scope of their employment who have validly, unconditionally and irrevocably assigned all of their rights, including all rights in and to all Intellectual Property therein, to the Company (including a waiver of non-assignable, "moral" rights associated with copyrightable works) or (ii) third parties who have validly, unconditionally and irrevocably assigned all of their rights, including all rights in and to all Intellectual Property therein (excluding any Background IP, with respect to which Company possesses valid irrevocable, perpetual, and royalty-free licenses), to the Company, and no third Person owns or has any ownership rights to any of the Company Owned Intellectual Property. To the Knowledge of the Company, no employee (x) is in breach of any Contract relating to employment, invention disclosure, invention assignment, non-disclosure or non-competition or any other Contract with any other party or with any former employer or other Person concerning rights in or to Intellectual Property or confidentiality due to their activities as an employee, or (y) has developed any Technology or Intellectual Property for the Company that is subject to any agreement under which such employee has assigned or otherwise granted to any third Person any rights in respect thereof.

(h) The Company Owned Intellectual Property and the Company Licensed-In Intellectual Property constitute all of the rights in and to Intellectual Property that is material to and necessary for the conduct of the Business of the Company as it currently is conducted and as it is reasonably contemplated to be conducted after Closing, including the design, development, marketing, manufacture, use, import and sale of any Company Product (including Company Products currently under development); *provided*, *however*, that the parties acknowledge and agree that this Section 2.14(h) does not address the infringement, misappropriation, dilution or violation of any Intellectual Property of any Person, and that those matters are addressed exclusively in Section 2.14(l) below.

(i) Except as set forth in **Section 2.14(i) of the Disclosure Schedule**, none of the Contracts pursuant to which the Company licenses any Company Licensed-In Intellectual Property will terminate solely by the passage of time within one hundred twenty (120) days after the Closing Date.

(j) Except as set forth in **Section 2.14(j) of the Disclosure Schedule**, there are no Contracts between the Company and any other Person with respect to Company Owned Intellectual Property under which, to the Knowledge of the Company, there is any material dispute pending or threatened in writing regarding the scope of such Contract, or performance under such Contract, including with respect to any payments to be made or received by the Company thereunder.

(k) **Section 2.14(k) of the Disclosure Schedule** contains a complete and accurate list of all Contracts pursuant to which the Company is obligated to pay royalties or revenue shares (excluding, for avoidance of doubt, sales commissions paid to employees according to the Company's standard commissions plan) for the license, distribution or other use of any Technology or rights in or to Intellectual Property.

(l) The operation of the Business by the Company and its Subsidiaries does not infringe, misappropriate, dilute or otherwise violate and has not, infringed, misappropriated, diluted or otherwise violated, any Intellectual Property right of any Person. No Legal Proceeding is currently pending in which the Company or any of its Subsidiaries is a party, or, to the Company's Knowledge,

has been threatened in writing, against the Company or its Subsidiaries, in which any Person (i) alleges that the Company, its Subsidiaries, or any of the Company's Products, infringe, misappropriate, dilute or otherwise violate any Intellectual Property right of any other Person or (ii) challenges the validity or enforceability of any right in or to any Company Owned Intellectual Property or the Company's ownership thereof (including any oppositions, reexaminations or interference proceedings, infringement actions, or reissue proceedings). No Legal Proceeding is currently pending or has been threatened in writing, against any third Person by the Company or its Subsidiaries in which the Company or any of its Subsidiaries alleges an infringement, misappropriation, dilution or violation by such Person of any of Company's and/or any of its Subsidiaries' rights in and to Company Owned Intellectual Property and, to the Company's Knowledge, no third Person is engaging in any activity that infringes, misappropriates, dilutes or otherwise violates any of Company's and/or any of its Subsidiaries' rights in and to Company Owned Intellectual Property. The parties acknowledge and agree this Section 2.14(l) does not apply to any Person's allegation that, in connection with, but separate from, an end user's use of a Company Product, such end user infringes, misappropriates, dilutes, or otherwise violates any Intellectual Property right (so long as the alleged infringement, misappropriation, dilution or other violation is attributable to the end user's products, services, acts or omissions, or provision of user generated content, and not attributable to such end user's use of any Company Product).

(m) The Company and its Subsidiaries have taken reasonable measures to protect the confidentiality of and otherwise maintain and protect the Company and its Subsidiaries' rights in and to all Trade Secrets material to and necessary for the operation of the Business, whether as currently conducted or as reasonably contemplated to be conducted. Without limiting the foregoing, the Company and its Subsidiaries have, and enforce, a policy requiring each employee, consultant, and contractor who contributes to the development or creation of, or who otherwise has access to and/or a need to know, such Trade Secrets to execute proprietary information and confidentiality agreements substantially in the Company's and its Subsidiaries' standard forms, and all such current and former employees, consultants and contractors of the Company and its Subsidiaries have executed such an agreement in substantially the Company's and its Subsidiaries' standard form.

(n) Except as set forth in **Section 2.14(n) of the Disclosure Schedule**, since January 1, 2011, there has been no failure of any of the Company's or its Subsidiaries' computer hardware, networks, Software and databases (collectively, "***IT Systems***") that has caused any material disruption to the Business of the Company or its Subsidiaries. The Company and its Subsidiaries have taken steps to provide for the back-up of data and disaster recovery procedures and facilities as described in **Section 2.14(n) of the Disclosure Schedule**. Except as set forth in **Section 2.14(n) of the Disclosure Schedule**, the Company and its Subsidiaries have taken reasonable measures to protect the security of IT Systems and the material information stored thereon from unauthorized use or access by third parties and from material viruses and similar contaminants.

(o) No Company Product contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," "worm," "spyware" or "adware" (as such terms are commonly understood in the Software industry) or any other code designed or intended to have or capable of performing or facilitating, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, IT Systems,

any other computer system or network or other device on which such code is stored or installed; or (ii) compromising the privacy or data security of a user or damaging or destroying any data or file without the user's consent (collectively, "***Malicious Code***"), except, in the case of both of the foregoing clauses (i) and (ii), as would not be reasonably expected to have a Material Adverse Effect. To the Knowledge of the Company, there has been no Malicious Code introduced into, or any unauthorized intrusions or breaches of the security of, such IT Systems and the Personally Identifiable Information stored thereon, including any such unauthorized intrusion or breach as a result of which the Company or its Subsidiaries have been required, pursuant to applicable Legal Requirements, to provide notice of such intrusions or breaches to any Person.

(p) The Company, its Subsidiaries, or any Person acting on behalf of Company or any of its Subsidiaries has not delivered or licensed to any Person, agreed to deliver or license to any Person, or permitted the delivery to any escrow agent or other Person of any source code owned by the Company or any of its Subsidiaries that is material to the Business ("***Company Source Code***"), except where any such delivery or license would not reasonably be expected to have a Material Adverse Effect.

(q) No material Company Product contains, is derived from, is distributed with, or is being or was developed (in any material respect) using Open Source Code that is licensed under any terms that (A) impose a requirement or condition that any Company Product or part thereof (x) be disclosed or distributed in source code form, (y) be licensed for the purpose of making modifications or derivative works, or (z) be redistributable at no charge, or (B) otherwise impose any other material limitation, restriction, or condition on the right or ability of the Company to use or distribute any such material Company Product. Without limiting the foregoing, **Section 2.14(q) of the Disclosure Schedule** lists all Open Source Code that (i) was used in the development of and/or (ii) is incorporated into, linked with, or distributed (including on a hosted-service or software-as-a-service basis) in conjunction with, or otherwise used in the development of, any material Company Products or from which any component of any material Company Product is derived ("***Incorporated Open Source Code***"). For each item of Incorporated Open Source Code, **Section 2.14(q) of the Disclosure Schedule** identifies the Open Source Code licenses governing the use and distribution of the Incorporated Open Source Code.

(r) Except as set forth in **Section 2.14(r) of the Disclosure Schedule**, no government funding, facilities or resources of a university, college, other educational institution or research center or funding from third parties was used in the development of any aspect of Company Owned Intellectual Property and no Governmental Body, university, college, other educational institution or research center has any claim or right in or to the Company Owned Intellectual Property. No rights have been granted to any Governmental Body with respect to any Company Product or any Company Owned Intellectual Property, other than the same standard commercial rights as are granted by the Company to commercial end users of the Company Products in the ordinary course of Business, consistent with past practices. Except as set forth in **Section 2.14(r) of the Disclosure Schedule**, no current or former employee, consultant or independent contractor of the Company or any Subsidiary who was involved in, or who contributed to, the creation or development of any Company Owned Intellectual Property: (i) has performed services for a Governmental Body, a university, college or other educational institution, or a research center, during a period of time

during which such employee, consultant or independent contractor was also performing services for the Company or (ii) was or is operating under any grants from any Governmental Body or agency or private source or subject to any employment agreement in invention assignment or non-disclosure agreement or other obligations with any third party that could adversely affect the Company's rights in any Company Owned Intellectual Property.

(s) Since January 1, 2011, the Company and its Subsidiaries' collection, use and storage of Personally Identifiable Information is, and has been compliant with all of the Company and its Subsidiaries' applicable privacy policies and Legal Requirements. Except as set forth in **Section 2.14(s) of the Disclosure Schedule**, since January 1, 2011, there has been no (i) written allegation against the Company or its Subsidiaries of loss, theft, unauthorized disclosure of, or unauthorized access to, any Personally Identifiable Information held by or on behalf of the Company or its Subsidiaries, or (ii) disclosure of any data breach of Personally Identifiable Information made by the Company or its Subsidiaries under applicable Legal Requirements or to any Governmental Body.

(t) Except as set forth on **Section 2.14(t) of the Disclosure Schedule**, the Company has entered into a PIIA with each Company personnel involved in the development of Company Owned Intellectual Property.

2.15 Insurance Coverage. **Section 2.15 of the Disclosure Schedule** contains a complete list of all insurance policies (including "self-insurance" programs) currently maintained by the Company (collectively, the "***Insurance Policies***"). The Insurance Policies are in full force and effect, neither the Company nor any of its Subsidiaries is in default in any material respect under any such Insurance Policy, and no claim for coverage under any Insurance Policy, other than contested claims under the Company's or its Subsidiaries' workers' compensation policies or subject to any Company Employee Plans, has been denied during the past two (2) years except as set forth in **Section 2.15 of the Disclosure Schedule**. Neither the Company nor any of its Subsidiaries have received any written notice of cancellation or intent to cancel with respect to the Insurance Policies. Except as set forth in **Section 2.15 of the Disclosure Schedule**, to the Company's Knowledge, as of the date hereof no event has occurred, and no condition or circumstance exists, that would reasonably be expected to give rise to or serve as a basis for any material insurance claim.

2.16 Compliance with Legal Requirements.

(a) Except as set forth in **Section 2.16 of the Disclosure Schedule**, to the Company's Knowledge, (i) the Company and its Subsidiaries are in compliance in all material respects with all Legal Requirements and Governmental Orders applicable to it or its Business or by which any property, asset or the business or operations of the Business is bound or affected, except as would not reasonably be expected to have a Material Adverse Effect, (ii) there are no material permits, licenses, membership privileges, authorizations, consents, approvals, waivers or franchises to be granted by or obtained from any Governmental Body ("***Permits***") that are required for the Company or its Subsidiaries to operate the Business, (iii) no investigation or review by any Governmental Body is pending or has been threatened against the Company or any of its Subsidiaries and (iv) no event has occurred, and no condition or circumstance exists, that will (with or without notice or lapse of time) constitute or result in a violation by the Company or any of its Subsidiaries

of, or a failure on the part of the Company or any of its Subsidiaries to comply with, in any material respect, any Legal Requirement, except where such failure to comply would not reasonably be expected to have a Material Adverse Effect.

(b) The Company and its Subsidiaries have established and implemented programs, policies, procedures, contracts and systems reasonably designed to cause their respective employees and contractors to comply in all material respects with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and their implementing regulations and any federal or state Legal Requirement, and their implementing regulations, governing the collection, use, disclosure, privacy, security, integrity, accuracy, transmission, storage or other protection of personal health information and the exchange of health information.

(c) No suspension or cancellation of any Permit is pending or, to the Company's Knowledge threatened, each such Permit is valid and in full force and effect, and the Company is and always has been in material compliance with the terms of such Permits, except for suspensions or cancellations that would not reasonably be expected to have a Material Adverse Effect. Since January 1, 2013, the Company has not received any written notice or other communication from any Governmental Body regarding: (i) any actual or possible violation of or failure to comply with any term or requirement of any Permit; or (ii) any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any Permit.

2.17 Employee Benefit Plans. **Section 2.17 of the Disclosure Schedule** lists each "employee benefit plan," as defined in Section 3(3) of ERISA, and any benefit or compensation plan, agreement or arrangement that is not an "employee benefit plan" as defined in Section 3(3) of ERISA, in each case that is sponsored, maintained contributed to or required to be contributed to by the Company or any of its Subsidiaries including, without limitation, any executive compensation or incentive plan; any bonus or severance plan; any employment contract; any deferred compensation agreement, stock purchase or other equity plan or arrangement; any plan governed by Section 125 of the Code; and any other fringe benefit plan or arrangement (collectively, the "***Company Employee Plans***" and, individually, a "***Company Employee Plan***"). With respect to each Company Employee Plan:

(a) Except as set forth in **Section 2.17(a) of the Disclosure Schedule**, each Company Employee Plan has been maintained, operated, and administered in compliance with its terms and in compliance with all applicable Legal Requirements, in each case in all material respects; there are no material actions, suits or claims pending (other than routine claims for benefits) or, to the Knowledge of the Company, threatened against such Company Employee Plan or the Company with respect to any such Company Employee Plan; and there is no pending or, to the Knowledge of the Company, material threatened proceeding involving any Company Employee Plan before the IRS, the United States Department of Labor or any other Governmental Body;

(b) Each Company Employee Plan intended to be qualified under Section 401(a) of the Code has received a favorable determination or approval letter from the IRS with respect to such qualification, or may rely on an opinion letter issued by the IRS with respect to a prototype plan adopted in accordance with the requirements for such reliance, or has time remaining for

application to the IRS for a determination of the qualified status of such Company Employee Plan for any period for which such Company Employee Plan would not otherwise be covered by an IRS determination; a copy of the most recent determination letter from the IRS (or an opinion letter issued to the prototype sponsor of the plan on which the Company is entitled to rely) regarding such qualified status for each such plan has been made available to Parent; and, to the Knowledge of the Company, no event has occurred that would reasonably be expected to adversely affect the qualification or tax exemption of any such Company Employee Plan;

(c) No member of the Controlled Group has within the past six (6) years maintained or contributed to or been required to contribute to or has otherwise within the past six (6) years participated in (i) a "defined benefit plan" within the meaning of Section 3(35) of ERISA, or a plan that is subject to the requirements of Section 412 of the Code or Title IV of ERISA, (ii) a "multiemployer plan" as described in Section 3(37) of ERISA or Section 414(f) of the Code; or (iii) a "multiple employer plan" as defined in ERISA or Code Section 413(c);

(d) No Company Employee Plan provides for any medical or other welfare benefits for any person upon or following retirement or termination of employment, except as otherwise required by Part 6 of Subtitle B of Title I of ERISA or Section 4980B of the Code or other applicable law (herein collectively referred to as "***COBRA***");

(e) The Company has made available to Parent with respect to each Company Employee Plan (to the extent applicable): (i) each Company Employee Plan; (ii) any trust or other funding arrangement; (iii) the three most recent Federal Form 5500 series (including all schedules thereto) filed with respect to each such Company Employee Plan; and (iv) the summary plan description currently in effect and all material modifications thereto, if any, for each such Company Employee Plan; and

(f) As of the date hereof, neither the execution and delivery of this Agreement, the shareholder approval of this Agreement, nor the consummation of the transactions contemplated hereby could reasonably be expected to (either alone or in conjunction with any other event) (i) except as set forth on **Section 2.17(f) of the Disclosure Schedule**, result in, or cause the accelerated vesting payment, funding or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer, director or other service provider of the Company; (ii) limit the right of the Company to amend, merge, terminate or receive a reversion of assets from any Company Employee Plan or related trust; (iii) result in the payment of any "parachute payment" as defined in Section 280G(b)(2) of the Code; or (iv) result in a requirement by the Company to pay any Tax "gross-up" or similar "make-whole" payments to any employee, director or consultant of the Company.

2.18 Employment Practices.

(a) Except as set forth on **Section 2.18(a) of the Disclosure Schedule**, (i) to the Company's Knowledge, the Company and its Subsidiaries are, and at all times during any applicable statute of limitations that has not yet expired, have been, in compliance, in all material respects, with all Legal Requirements relating to employment practices, and (ii) the Company and its Subsidiaries (x) have withheld and reported all amounts required by any Legal Requirement to be

withheld and reported with respect to wages and salaries; (y) have no liability for any arrears of wages or any penalty for failure to comply with the Legal Requirements applicable to wages; and (z) have no liability for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Body with respect to benefits or obligations for any employee (other than routine payments to be made in the normal course of business and consistent with past practice).

(b) Within the past six (6) years, neither the Company nor any of its Subsidiaries has effectuated a "plant closing," partial "plant closing," "mass layoff," "relocation" or "termination" (each as defined in WARN or any similar Legal Requirement) affecting any site of employment, except in compliance in all material respects with WARN or any such similar Legal Requirement.

(c) Neither the Company nor any of its Subsidiaries has ever been a party to or bound by any union or collective bargaining Contract, nor is any such Contract currently in effect or being negotiated by or on behalf of the Company or its Subsidiaries.

(d) Except as set forth on **Section 2.18(d) of the Disclosure Schedule**, the employment of each of the Company's and its Subsidiaries' employees is terminable at will. The Company has delivered to Parent accurate and complete copies of all employee manuals and handbooks relating to the employment of employees of the Company and its Subsidiaries that are currently in effect.

(e) Except as set forth on **Section 2.18(f) of the Disclosure Schedule**, there is no Legal Proceeding, claim, labor dispute or grievance pending or, to the Company's Knowledge, threatened in writing relating to any employment contract, privacy right, labor dispute, wages and hours, leave of absence, plant closing notification, workers' compensation policy, long-term disability policy, harassment, retaliation, immigration, employment statute or regulation, safety or discrimination matter involving any employee of the Company or its Subsidiaries with respect to such employees' employment by the Company or its Subsidiaries, including charges of unfair labor practices or discrimination complaints.

(f) Except as set forth on **Section 2.18(f) of the Disclosure Schedule**, during the last four years, no current or former employee of the Company or its Subsidiaries has been misclassified by the Company as an independent contractor.

2.19 Government Programs. No agreements, loans, funding arrangements or assistance programs are outstanding in favor of the Company or any of its Subsidiaries from any Governmental Body.

2.20 Interested Party Transactions.

(a) Except as set forth on **Section 2.20 of the Disclosure Schedule**, neither the Company nor any of its Subsidiaries is a party to any transaction or agreement with any Affiliate, five percent (5%) or more stockholder, director or executive officer of the Company (each an "***Interested Party***").

(b) All transactions pursuant to which any Interested Party has purchased any services, products, or technology or leased any property from, or sold or furnished any services, products or technology or leased any property to, the Company or its Subsidiaries that were entered into on or after the inception of the Company have been on an arms-length basis on terms no less favorable to the Company or its Subsidiaries than would be available from an unaffiliated party.

2.21 Environmental Matters. To the Company's Knowledge, the Company and its Subsidiaries have complied in all material respects with all Legal Requirements intended to protect the environment and/or human health or safety (collectively, "***Environmental Laws***"). To the Company's Knowledge, neither the Company nor any of its Subsidiaries has released, handled, generated, used, stored, transported or disposed of any material, substance or waste which is regulated by Environmental Laws ("***Hazardous Materials***"), except for the use of reasonable amounts of ordinary office and/or office-cleaning supplies in compliance with Environmental Laws. The Company has no Knowledge of any environmental investigation, study, test or analysis, the purpose of which was to discovery, identify, or otherwise characterize the condition of the soil, groundwater, air or the presence of Hazardous Materials at any location at which the Business has been conducted. To the Company's Knowledge, neither the Company nor any of its Subsidiaries has any Environmental Liabilities that would reasonably be expected to have a Material Adverse Effect. As used herein, "***Environmental Liabilities***" are any claims, demands, or liabilities under Environmental Law which (i) arise out of or in any way relate to the operations or activities of the Company or its Subsidiaries, or any real property at any time owned, operated or leased by the Company or any of its Subsidiaries, whether contingent or fixed, actual or potential, and (ii) arise from or relate to actions occurring (including any failure to act) or conditions existing on or before the Closing Date.

2.22 Bank Accounts. **Section 2.22 of the Disclosure Schedule** provides accurate information with respect to each account maintained by or for the benefit of the Company at any bank or other financial institution.

2.23 Finders' Fees. Except as disclosed on **Section 2.23 of the Disclosure Schedule**, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Company or its Subsidiaries who might be entitled to any fee or commission from Parent, the Company or any of their respective Affiliates upon consummation of the Transactions.

2.24 Anti-Corruption Compliance. The Company and each of its Subsidiaries has not, directly or indirectly, (a) taken any action which would cause it to be in violation of the Foreign Corrupt Practices Act of 1977, as amended, or any rules or regulations thereunder, or any similar anti-corruption or anti-bribery Legal Requirements (in each case, as in effect at the time of such action) (collectively, the "***Anti-Corruption Requirements***"), (b) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (c) made, offered or authorized any unlawful payment to government officials or employees, whether directly or indirectly or (d) made, offered or authorized any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment, whether directly or indirectly.

SECTION 3.REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub jointly and severally represent and warrant to the Company as follows:

3.1 Due Organization. Parent is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all necessary power and authority to conduct its business in the manner in which its business is currently being conducted and to own and use its assets in the manner in which its assets are currently owned and used. Merger Sub is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Authority; Binding Nature of Agreement. Parent and Merger Sub have the corporate power and authority to perform their obligations under this Agreement; and the execution, delivery and performance by Parent and Merger Sub of this Agreement have been duly authorized by all necessary action on the part of Parent and Merger Sub and their respective boards of directors. No vote of Parent's stockholders is needed to approve the Merger. This Agreement constitutes the legal, valid and binding obligation of Parent and Merger Sub, enforceable against them in accordance with its terms, subject to bankruptcy, reorganization, insolvency and other similar laws affecting the enforcement of creditors' rights in general and to general principles of equity (regardless of whether considered in a proceeding in equity or an action at law).

3.3 Governmental Authorization. The execution, delivery and performance by each of Parent and Merger Sub of this Agreement and each of the Transaction Documents to which it is a party require no action by or in respect of, or filing with, any Governmental Body, other than (a) the filing of the Certificate of Merger with the secretary of state of Delaware and appropriate documents with the relevant authorities of other states in which the Company does business; (b) compliance with any applicable requirements of the HSR Act and any applicable foreign Antitrust Laws; (c) compliance with any applicable requirements of the Securities Act, the Exchange Act, and any other applicable U.S. state or federal securities laws; and (d) any actions or filings the absence of which would not be reasonably expected to materially impair the ability of Parent and Merger Sub to consummate the Transactions.

3.4 Non-Contravention. The execution, delivery and performance by each of Parent or Merger Sub of this Agreement and the consummation of the Transactions do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of any of the certificate of incorporation or bylaws of Parent or Merger Sub or any contract or agreement binding on Parent or Merger Sub, or (b) assuming compliance with the matters referred to in Section 3.3, contravene, conflict with or result in a violation or breach of any provision of any Legal Requirement.

3.5 Financing. Parent has delivered to the Company duly executed copies of that certain Amendment to Credit Agreement, dated as of the date hereof (the "***Amendment***"), pursuant to which certain lenders party thereto (the "***Lenders***") have agreed to (among other things), and subject to the terms and conditions set forth in the Amendment, amend the terms of the Credit Agreement to, among other things, provide certain additional loans and advances as set forth therein. The aggregate

net proceeds of such loans and advances, when funded in accordance with the terms of the Credit Agreement, as amended by the Amendment (as so amended, the "***Amended Agreement***") will be sufficient, together with the Company's and Parent's cash on hand, to enable Parent to pay the entire Purchase Price and consummate the transactions in accordance with this Agreement. The Amendment and the Credit Agreement are in full force and effect as of the date hereof and no material default or event of default exists thereunder as of the date hereof. "***Credit Agreement***" shall mean that certain Credit Agreement, dated as of September 9, 2014, among the Parent, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent. To the Knowledge of Parent, No Event of Default (as that term is defined in the Amended Agreement) has occurred, or is reasonably likely to occur prior to March 31, 2016, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

SECTION 4.PRE-CLOSING COVENANTS

4.1 Access and Investigation. During the period from the date of this Agreement through the Effective Time or the earlier termination of this Agreement in accordance with its terms (the "***Pre-Closing Period***"), upon reasonable notice, the Company shall provide to Parent and its authorized Representatives reasonable access during normal business hours to the offices, Records, Tax Returns, Contracts, commitments, facilities and accountants of the Company, and shall furnish and make available to Parent and its authorized Representatives all such documents and copies of documents (at Parent's expense) and all such additional financial and operating data and other information pertaining to the affairs of the Company as Parent and its authorized Representatives may reasonably request; *provided, however*, that (a) the activities of Parent and its Representatives shall be conducted in such a manner as not to interfere unreasonably with the operation of the business of the Company and (b) in no event shall the Company be required to furnish Parent or its Representatives with any documents or information that (i) the Company is required by Legal Requirement, Governmental Order or Contract to keep confidential or (ii) that would reasonably be expected to jeopardize the status of such document or information as privileged, work product or as a Trade Secret. Notwithstanding the foregoing, prior to the Closing Date, without the prior written consent of the Company, which may be withheld for any reason or no reason, neither Parent nor its Representatives shall contact any suppliers to or customers, employees or directors of, the Company or its Subsidiaries in connection with or pertaining to any subject matter of this Agreement.

4.2 Operation of Business of Company Prior to Closing.

(h) **Covenants**. During the Pre-Closing Period, the Company shall conduct its business and operations in the ordinary course and in accordance with past practices. Without limiting the generality of the foregoing, except as otherwise permitted or required by this Agreement or as set forth on **Schedule 4.2** hereto, during the Pre-Closing Period, neither the Company nor any of its Subsidiaries shall do any of the following:

(i) issue or grant any equity securities or any subscriptions, warrants, options or other agreements or rights of any kind whatsoever to purchase or otherwise receive or be issued any equity securities or any securities or obligations of any kind convertible into, or exercisable or exchangeable for, any equity securities of the Company or any of the Company Subsidiaries outside of the ordinary course of business;

(ii) engage in any practice, take any action, or enter into any transaction outside the ordinary course of business, including any practice, action or transaction that is inconsistent with past practice;

(iii) effect any recapitalization, reclassification, split or like change in the capitalization of the Company;

(iv) amend the organizational documents of the Company;

(v) (i) grant any increase in the aggregate compensation of officers and directors of the Company or any of its Subsidiaries or make any general uniform increase in the compensation of employees of the Company or any of its Subsidiaries outside the ordinary course of business, except as required by applicable law or by any Contract existing on the date hereof, (ii) grant any material bonus to any employee, director or consultant of the Company or any of the Company's Subsidiaries, except as required by applicable law or by any Contract existing on the date hereof or (iii) enter into any material agreement for retention, deferred compensation, bonus or other incentive compensation, profit sharing, stock option, stock appreciation right, restricted stock, stock equivalent, stock purchase, pension, retirement, medical, hospitalization, life or other insurance or other employee benefit plan for the benefit of the officers, directors, or employees of the Company or any of its Subsidiaries, except as required by applicable law or by any Contract existing on the date hereof;

(vi) subject any of the properties or assets (whether tangible or intangible) of the Company to any Lien;

(vii) sell, assign, transfer, convey, lease or otherwise dispose of any of the properties or assets of the Company except (a) in the ordinary course of business or (b) in transactions less than or equal to $100,000 for any individual transaction or $1,000,000 for all transactions in the aggregate;

(viii) acquire any properties or assets or enter into commitments for capital expenditures of the Company except in the ordinary course of business;

(ix) make or change any election in respect of Taxes, adopt or change any accounting method in respect of Taxes, file any Tax Return or amend any such Tax Return, enter into any Tax allocation agreement, Tax Sharing Agreement, Tax indemnity agreement or closing agreement, settle or compromise any claim, notice, audit report or assessment in respect of Taxes, or consent to any extension or waiver of the statutory limitation period applicable to any claim or assessment in respect of Taxes;

(x) enter into any Contract which materially restricts the ability of the Company to compete with, or conduct, any business or line of business in any geographic area; or

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

(i) **Certain Exceptions**. Notwithstanding the foregoing, nothing in this Section 4.2 shall prohibit the Company or any of its Subsidiaries from taking any action or omitting to take any action as required or as contemplated by this Agreement, as required by Legal Requirement or otherwise approved in writing by Parent, which approval shall not be unreasonably withheld or delayed.

4.3 No Negotiation. After the Requisite Stockholder Vote has been obtained and during the remainder of the Pre-Closing Period, the Company shall not, directly or indirectly, (i) solicit or encourage the initiation of any inquiry, proposal or offer from any Person (other than Parent) relating to a possible Acquisition Transaction, (ii) participate in any discussions or negotiations or enter into any agreement with, or provide any non-public information to, any Person (other than Parent) relating to or in connection with a possible Acquisition Transaction, or (iii) accept any proposal or offer from any Person (other than Parent) relating to a possible Acquisition Transaction. The Company shall promptly notify Parent in writing of any material inquiry, proposal or offer relating to a possible Acquisition Transaction that is received by the Company during the Pre-Closing Period unless prohibited by a non-disclosure agreement between the Company and the party making such inquiry, proposal or offer that is in effect as of the date hereof.

4.4 Efforts to Consummate. Each of the parties hereto (other than the Stockholders' Representative) shall use its commercially reasonable efforts to take, or cause to be taken, all lawful and reasonable actions within such party's control and to do, or cause to be done, all lawful and reasonable things within such party's control necessary to fulfill the conditions precedent to the obligations of the other party(ies) hereunder and to consummate and make effective as promptly as practicable the Transactions and to cooperate with each other in connection with the foregoing. Without limiting the generality of the foregoing, each party to this Agreement (other than the Stockholders' Representative): **(I)** shall make all filings and other submissions (if any) and give all notices (if any) required to be made and given by such party in connection with the Merger and the other Transactions; **(I)** shall use reasonable efforts to obtain each consent (if any) required to be obtained (pursuant to any applicable Legal Requirement or Contract, or otherwise) by such party in connection with the Merger or any of the other Transactions; and **(I)** shall use reasonable efforts to lift any injunction prohibiting, or any other legal bar to, the Merger or any of the other Transactions. Nothing in this Agreement shall be construed as an attempt or an agreement by the Company to assign or cause the assignment of any Contract or Permit which is by Legal Requirement non-assignable without the consent of the other party or parties thereto, unless such consent shall have been given.

4.5 Company Stockholder Approval.

(f) **Stockholder Written Consent**. Promptly (and in any event within three (3) business days) following the execution of this Agreement, the Company shall deliver to Parent a copy of the executed action by written consent of the Requisite Stockholder Vote, evidencing the stockholder approval of the Transactions (the "***Stockholder Written Consent***"). For avoidance of doubt, Presidents' Day (February 15, 2016) shall not be considered a business day.

(g) **Notice to Stockholders and Dissenters' Rights**. To the extent required by the DGCL, the Company shall promptly deliver to any stockholder of the Company who has not

approved this Agreement a notice, in accordance with Sections 228 and 262 of the DGCL, advising the holders of Company Common Stock of the approval of this Agreement by written consent in accordance with Section 228 of the DGCL and advising them that they may be entitled to assert dissenters' rights under Delaware law (the "***Stockholder Dissent Notice***"), and include in such Stockholder Dissent Notice all disclosure information reasonably required by applicable Legal Requirements, including a disclosure and information statement (the "***Disclosure and Information Statement***"). The Company shall have taken all action reasonably necessary prior to Closing to prepare the Stockholder Dissent Notice, which shall comply with the requirements of Section 262 of the DGCL.

(h) **Form of Disclosure and Information Statement**. The Disclosure and Information Statement transmitted to the stockholders of the Company in connection with the approval of this Agreement and the Merger shall be in form and substance reasonably satisfactory to Parent and Merger Sub.

4.6 Execution of Additional Documents. Prior to Closing, from time to time, as and when requested by a party hereto, each party hereto shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary to consummate the Transactions.

4.7 Publicity. No public release or announcement concerning the Transactions shall be issued by any party hereto or such party's Affiliates or Representatives without the prior consent of the other parties hereto, except as follows: (a) each party may make such disclosure to its owners and employees as it deems necessary or desirable; (b) any release or announcement required by applicable Legal Requirements, provided the party required to make the release or announcement allows the other party reasonable time to comment on such release or announcement in advance of such issuance; and (c) each party may disclose to their investors and advisors the names of the Company and Parent, the date of the Transactions, the price and the key terms under this Agreement, *provided, however*, that such investors and advisors understand the confidential nature of such information and agree to maintain the confidentiality of such information. Notwithstanding the foregoing, following Closing and the public announcement (if any) of the Merger, the Stockholders' Representative shall be permitted to publicly announce that it has been engaged to serve as the Stockholders' Representative in connection herewith as long as such announcement does not disclose any of the other terms of the Merger or the other transactions contemplated herein.

4.8 HSR Act Filing and Compliance with Antitrust Laws.

(e) As promptly as practicable after the date of this Agreement (and in any event within five (5) business days after the date of this Agreement), each of Parent and the Company shall file with the FTC and the DOJ, a notification and report form and related material required under the HSR Act with respect to the Merger. The Parent will pay all filing fees payable with respect to any filing under the HSR Act. As promptly as practicable after the date of this Agreement, each of Parent and the Company, as applicable, shall file with applicable foreign Governmental Bodies all comparable pre-merger notification filings, forms and submissions that are required to be filed in respect of the Merger or any of the other Transactions pursuant to applicable Antitrust

Laws. In the event that either Parent or the Company receive a request for additional information or documentary material from any Governmental Body with respect to the Merger, any of the other Transactions or any filings, forms and submissions filed with, or any investigations conducted by or before, any Governmental Body relating to this Agreement, the Merger or any other Transactions (including any proceedings initiated by a private party), then such party shall use its reasonable best efforts to make (or cause to be made) as soon as reasonably practicable thereafter, and only after reasonable consultation with the other party, an appropriate response in compliance with such request. Each of Parent and the Company shall cooperate and coordinate with each other in connection with the preparation and filing of any and all material filings, forms and submissions that are required to be made in respect of the Merger or any other Transactions pursuant to applicable Antitrust Laws, or that are reasonably requested to be made by any Governmental Body in connection with the Merger or any other Transactions.

(f) Each of Parent and the Company shall keep the other party reasonably and promptly informed of any and all written and material oral communications from any Governmental Body regarding the Merger, any of the other Transactions and any and all filings, forms and submissions filed with, and any and all investigations conducted by or before, any Governmental Body relating to this Agreement, the Merger or any other Transactions (including any proceedings initiated by a private party). Each of Parent and the Company **(I)** shall provide the other party (or its counsel, pursuant to an appropriate joint defense and confidentiality agreement) a reasonable opportunity to review and comment on any written or material oral communications proposed to be given by such party to any Governmental Body regarding the Merger, any of the other Transactions and any and all filings, forms and submissions filed with, and any and all investigations conducted by or before, any Governmental Body relating to this Agreement, the Merger or any other Transactions (including any proceedings initiated by a private party), **(I)** shall provide the other party reasonable advance notice of any meetings proposed to be held with any Governmental Body regarding the Merger, any of the other Transactions and any and all filings, forms and submissions filed with, and any and all investigations conducted by or before, any Governmental Body relating to this Agreement, the Merger or any other Transactions (including any proceedings initiated by a private party), *provided, however*, that materials can be entirely withheld if they relate to the valuation of the transaction or where sharing the information would, in the good faith belief of the party whose material it is, be prohibited by law or violate contractual obligations, **(I)** shall consult with the other party a reasonable time in advance of any and all such meetings and consider in good faith the views of such other party regarding the matters to be presented and discussed at any and all such meetings, and **(I)** to the extent permitted by the applicable Governmental Body, shall allow the other party to participate in such meetings or portions thereof. Each of Parent and the Company shall consult and cooperate with one another, provide one another with a reasonable advance opportunity to review and comment upon, and consider in good faith the views of one another, in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions, proposals or other written communications explaining or defending the Merger and other Transactions made or submitted by or on behalf of any party hereto in connection with proceedings under or relating to the HSR Act or any other Antitrust Laws.

(g) Each of Parent and the Company shall use its reasonable best efforts to **(I)** cause the expiration or termination of the applicable waiting periods under the HSR Act and all

other applicable Antitrust Laws as soon as reasonably practicable, and **(I)** take (or cause to be taken) all actions and do (or cause to be done) all things reasonably necessary or advisable to obtain all clearances, consents and approvals necessary to satisfy the conditions set forth in Section 7.1(a) and otherwise consummate the Merger in compliance with applicable Antitrust Laws, including taking all such reasonable actions and doing all such things reasonably necessary to **(I)** resolve any objections, if any, as the FTC, the DOJ, or any other Governmental Body may assert under any applicable Antitrust Laws with respect to the Merger and other Transactions, and **(I)** avoid or eliminate each and every impediment under any applicable Antitrust Laws that may be asserted by the FTC, the Antitrust Division or any other Governmental Body or Persons with respect to the Merger and other Transactions so as to enable the Merger and other Transactions to be consummated as soon as possible after the date hereof, *provided*, *however*, that notwithstanding the foregoing or any other provision of this Agreement or in any Transaction Document to the contrary, in connection with efforts to enable the Merger and other Transactions to be consummated, the Parent and its Affiliates shall not be required to, and the Company and its Affiliates may not, without the prior written consent of Parent, sell, divest, encumber, hold separate, transfer or dispose of, before or after the Closing, any assets, operations, rights, product lines, businesses or interest therein of the Parent, the Company, or of any of their respective Affiliates (or consent to any of the foregoing actions). Neither Parent nor the Company shall, nor shall the Parent or the Company, as the case may be, permit any of its Subsidiaries to, enter into or publicly announce an agreement to form a joint venture or acquire any assets, business or company if any such agreements, individually or in the aggregate, would reasonable be expected to cause any of the conditions set forth in Section 7.1(a) to fail to be satisfied prior to the scheduled Closing Date.

SECTION 5.ADDITIONAL AGREEMENTS

5.1 Updates to Disclosure Schedules. The Company shall have the right to supplement the Disclosure Schedules prior to the Closing to reflect any and all events, circumstances or changes which arise or become known to the Company after the date hereof by delivery to the Parent prior to the Closing Date of one or more supplements (each, a "***Disclosure Supplement***"). Each Disclosure Supplement shall be in writing and shall be delivered in accordance with the procedure set forth for notice in Section 10.5. The Disclosure Schedules shall not be deemed to be amended or supplemented by the Disclosure Supplement; provided, however, that Parent shall not have any right to allege fraud or intentional misrepresentation solely due to having provided the disclosure in the Disclosure Supplement.

5.2 Financing.

(c) Parent shall use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, necessary, proper or advisable to arrange, consummate and obtain the proceeds of the loans and advances to be made available pursuant to the Amended Agreement on the terms and conditions set forth therein; including using its reasonable best efforts to (i) maintain in effect the Credit Agreement and the Amendment, (ii) satisfy on a timely basis all conditions applicable to, and within the control of, Parent in the Amended Agreement, and (iii) assert its rights under the Amended Agreement in a timely and diligent manner to cause the lenders party thereto to perform their obligations under such Amended Agreement.

(d) Parent shall not, without the prior written consent of Company, (A) permit any amendment or modification to, or any waiver of any provision or remedy under, the Amendment or the Amended Credit Agreement if such amendment, modification or waiver would reasonably be expected to (i) prevent the Closing Date and payment of the Merger Consideration from occurring, or (ii) materially and adversely affect the ability of Parent to enforce its rights against other parties to the Amendment and the Amended Credit Agreement as so amended or modified, relative to the ability of Parent to enforce its rights against such other parties to the Amendment or the Amended Credit Agreement as in effect on the date hereof. Parent shall promptly (but in any event within two (2) days of execution of any such amendment, modification or waiver) deliver to the Company copies of any such executed amendment, modification or waiver.

(e) Notwithstanding anything in this Agreement to the contrary, Parent's obligations to effect the Merger or otherwise consummate the Transactions are not subject to Parent obtaining the Financing or any debt, equity or other financing.

5.3 Cooperation with Financing. Upon request of Parent, the Company shall provide reasonable cooperation and assistance to Parent in connection with the arrangement of the financing contemplated by the Amended Agreement; provided, that (A) all material, non-public information regarding the Transactions, the Group Companies or their respective Affiliates provided to Parent or any other Person pursuant to this Section 5.3 shall be kept confidential by them in accordance with the terms of any confidentiality agreement, and (B) none of the Group Companies or their respective Affiliates shall be required to (i) commit to take any action (including the entry into any agreement) that is not contingent upon the Closing or that would be effective prior to the Closing that would otherwise subject any of them to actual or potential liability or fee, cost or expense or (ii) take any action to the extent that it would, in Company' reasonable, good faith judgment, (x) unreasonably interfere with the business or operations of Company or their Affiliates, (y) violate any applicable law or (z) be reasonably likely to result in the waiver of any attorney-client privilege, the unauthorized disclosure of any trade secrets of third parties or the breach of any applicable confidentiality obligations; provided, further, that Parent shall promptly upon request by Company (but in any event within twenty (20) days of receipt of such request), reimburse Company for all reasonable and documented out-of-pocket third party costs and expenses (including reasonable attorneys' and accountants' fees) incurred by Company and its Affiliates and each of their respective officers, directors, member of management, employees and other Representatives in connection with the cooperation contemplated by this Section 5.3.

5.4 Tax Matters.

(i) Parent shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns for the Company required to be filed after the Closing Date, and shall timely remit, or cause to be remitted, to the appropriate Governmental Body all Taxes reflected on such Tax Returns, subject to its right to be indemnified for Taxes attributable to any Pre-Closing Tax Period pursuant to Section 5.4(d) and Section 8. To the extent such Tax Returns include any Pre-Closing Tax Period, (i) such Tax Returns shall be prepared consistent with the past practices of the Company, as applicable, in all material respects, except as otherwise required by applicable law, (ii) Parent shall provide any such Tax Returns to the Stockholders' Representative for its review and comment

at least twenty (20) business days prior to the due date for filing such Tax Return and (iii) Parent shall not file any such Tax Returns without prior written consent of the Stockholders' Representative, which consent shall not be unreasonably withheld, conditioned or delayed.

(j) All transfer, documentary, sales, use, stamp, registration and other substantially similar Taxes and fees incurred in connection with this Agreement (collectively, "***Transfer Taxes***") shall be borne fifty percent (50%) by Parent and fifty percent (50%) by the Company securityholders (except Parent shall be responsible for any stamp transfer tax arising pursuant to the laws of the State of New York). The party responsible under applicable law for filing any necessary Tax Returns or other documentation with respect to all such Transfer Taxes shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all Transfer Taxes, and the other party agrees to cooperate in the filing of such Tax Returns and other documentation, including promptly supplying any information in its possession that is reasonably necessary to complete such Tax Returns and other documentation. Each party (other than the Stockholders' Representative) shall indemnify and hold harmless a paying party from and against all Losses or amounts paid by such party in excess of such party's proportional share, as described in the first sentence of this Section 5.4(b), of the Transfer Taxes.

(k) The parties shall cooperate fully, as and to the extent reasonably requested by another party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The parties agree (A) to retain all books and records with respect to Tax matters pertinent to the Company and its Subsidiaries relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (B) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if Parent so requests, the Company its Subsidiaries, as the case may be, shall allow Parent to take possession of such books and records.

(l) Parent shall promptly notify the Stockholders' Representative in writing upon receipt by Parent, the Company or any of their respective Affiliates of a written notice of any audit or administrative or judicial proceeding with respect to Taxes of the Company or any of its Subsidiaries which the Company Indemnifying Parties may have liability pursuant to this Section 5.4(d) or Section 8.1 (a "***Tax Contest***"); provided, that no failure or delay by Parent to provide such notice of a Tax Contest shall reduce or otherwise affect the obligation of the Company Indemnifying Parties hereunder except to the extent the Stockholders' Representative is actually and materially prejudiced thereby. Parent shall be entitled to control any Tax Contest; provided, that (i) the Stockholders' Representative shall be entitled to participate in such Tax Contest at the sole expense of the Company Indemnifying Parties, (ii) Parent shall keep the Stockholders' Representative reasonably informed regarding the progress and substantive aspects of such Tax Contest and (iii) Parent shall not compromise or settle any such Tax Contest without obtaining the Stockholders'

Representative's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(m) Subject to Section 5.4(a), Parent shall not, and shall not cause or permit the Company or any of its Subsidiaries to, amend any Tax Returns filed with respect to any Tax year ending on or before the Closing Date or with respect to any Straddle Period, make or change any Tax election or accounting method or practice that has retroactive effect to any such Tax year or to any Straddle Period, take any action that would extend or waive the applicable statute of limitations for any Taxes or Tax Return for any period ending on or before the Closing Date, make a voluntary disclosure to a Taxing Authority, or take any other similar action, or omit to take any action, relating to the filing of any Tax Return or the payment of any Tax, if such action or omission would have the effect of increasing the Tax liability of the Company Indemnifying Parties in a Pre-Closing Tax Period or the portion of a Straddle Period that is attributable to a Pre-Closing Tax Period, in each such case without the prior written consent of the Stockholders' Representative, which consent shall not be unreasonably withheld, conditioned or delayed.

(n) Each Company Indemnifying Party will, severally, indemnify and defend the Company and each of its Subsidiaries, Parent, and each Affiliate of the Company and each of its Subsidiaries and Parent, and hold them harmless from and against any Loss, claim, Liability, expense, penalty or other damage attributable to (i) all Taxes (or the non-payment thereof) of the Company and each of its Subsidiaries for all Pre-Closing Tax Periods, (ii) any liability for Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Company and each of its Subsidiaries (or any predecessor of any of them) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation Section 1.1502-6 or any analogous or similar state, local or foreign law or regulation, (iii) all Taxes of any Person imposed on the Company or any of its Subsidiaries as a transferee or successor, by Contract or pursuant to any law, rule or regulation as the result of transactions or events occurring on or prior to the Closing Date, and (iv) all Transaction Payroll Taxes, in each case except to the extent such Tax was taken into account as a Current Liability in the calculation of Closing Working Capital; provided, however, that the Company Indemnifying Parties shall have no obligation to indemnify and defend the Company, any of its Subsidiaries, Parent, or any Affiliate of the Company or any of its Subsidiaries or Parent against any Loss, claim, Liability, expense, penalty or other damage attributable to Taxes resulting from (x) a Code Section 338 election with respect to the transactions contemplated by this Agreement, (y) any transactions occurring on the Closing Date after the Closing outside the ordinary course of business (other than as explicitly contemplated by this Agreement), or (z) any breach by Parent of Section 5.4(e). For the avoidance of doubt, (i) Parent will have no right to recover twice for the same amount, and (ii) indemnification for any amount covered by this Section 5.4(f) will be governed by the provisions of Section 8.

5.5 No Additional Warranties or Representations. Parent, on behalf of itself and its Affiliates, acknowledges that neither the Company nor any other Person has made any representation or warranty, expressed or implied, as to the accuracy and completeness of any information regarding the Company or the Business, which has been communicated, furnished or made available to Parent or Merger Sub or their respective Representatives, except as expressly set forth in this Agreement. Neither the Company nor any other Person shall have or be subject to any Liability to any other

Person resulting from the distribution to Parent or its Representatives, or any of the Parent's or its Representatives' use of, any such information, documents or material made available to any of them in Records stored on computer disks, in online or physical "data rooms," provided during management presentations or in any other forms in expectation of the Transactions except as set forth in the Transaction Documents. Parent, on behalf of itself and its Affiliates, acknowledges and agrees that neither it nor any of its Representatives has relied, and none of such Persons is relying, upon any statement, warranty or representation (whether written or oral) not made in this Agreement.

SECTION 6.POST-CLOSING COVENANTS

6.1 Preservation of Records. Parent shall, and shall cause the Surviving Corporation to, preserve and keep the Records held by them relating to the Business for a period of six (6) years from the Closing Date (or longer if required by applicable Legal Requirements) and shall make such records (or copies) and reasonably appropriate personnel available, at reasonable times and upon reasonable advance notice, to any Effective Time Holder as may be reasonably required by such party in connection with any Legal Proceedings or Tax audits against, governmental investigations of, compliance with legal requirements by, or the preparation of financial statements of, the Effective Time Holders or any of their Affiliates.

6.2 Cooperation. The parties hereto shall cooperate with each other and shall cause their respective Representatives to cooperate with each other following the Closing to ensure the orderly transition of the ownership of the Company and its Subsidiaries and the Business to Parent and to minimize any disruption to the Business that might result from the Transactions.

6.3 D&O Indemnification. For a period of six (6) years following the Closing, Parent shall cause the Surviving Corporation to maintain in effect in the Surviving Corporation's and its Subsidiaries' organizational documents the provisions regarding limitation of liability and indemnification of current or former directors, officers and employees, and trustees or administrators of Company Employee Plans, and the advancement of expenses incurred contained in the certificates of incorporation, bylaws or other organizational documents or separate agreements, as applicable, immediately prior to the Closing and shall honor and fulfill to the fullest extent permitted by applicable law such limitation of liability and indemnification obligations. Subsequent to the Closing, Parent also agrees to cause the Surviving Corporation and each of its Subsidiaries to indemnify and advance expenses to current or former directors, officers and employees of the Company, the Surviving Corporation and each such Subsidiary, and trustees or administrators of Company Employee Plans, to the same extent as provided in the preceding sentence.

6.4 Employee Matters.

(g) As of the Effective Time, all Employees shall become employees of the Surviving Corporation at the same base salary and bonus opportunity, but excluding future equity awards, in effect immediately prior to Closing and at a level of benefits substantially similar in the aggregate to the benefits provided to similarly situated employees of Parent. All such Employees who continue their employment with the Company or its Affiliates from and after the Effective Time are referred to herein as "***Continuing Employees***." From and after the Closing, Parent shall (i) pay, or cause to be paid, to the Continuing Employees any and all bonuses, compensation and

wages that have accrued but have not been paid for all periods prior to the Effective Time (including any and all wages and bonuses provided such amounts are reflected in Closing Working Capital); and (ii) continue to be obligated to comply, in accordance with the terms of applicable agreements, with all contractual rights owed to the Continuing Employees and perform all obligations of the Company with respect to the Continuing Employees.

(h) Parent shall, and shall cause the Surviving Corporation to, treat, and cause any new benefit plans in which Continuing Employees may be eligible to participate to treat (except where a third party provider forbids such crediting of service, which is not currently anticipated, and except with respect to any supplemental pension plan), following the Closing (each, a "***Parent Plan***"), the service of Continuing Employees with the Company or any Subsidiary of the Company (or any predecessor entity thereof) attributable to any period before the Effective Time as service rendered to Parent, the Surviving Corporation or any Subsidiary of Parent for purposes of eligibility to participate, vesting, applicability of minimum waiting periods for participation, and vacation and other benefit accrual, but excluding benefit accrual under any defined benefit pension plan and eligibility for retiree welfare benefit plans; provided, however, that no such crediting of service shall result in the duplication of benefits with respect to the same time period. Without limiting the foregoing, Parent shall make reasonable commercial efforts to cause any pre-existing conditions or limitations, eligibility waiting periods or required physical examinations under any Parent Plan to be waived with respect to the Continuing Employees and their eligible dependents, to the extent waived or satisfied under the corresponding plan in which the Continuing Employees participated immediately prior to the transition to any Parent Plan, and any deductibles paid by the Continuing Employees in the plan year in which the transition to the new Parent Plan occurs shall be credited towards deductibles under such new Parent Plans. Parent will cooperate with the Company, and assume all costs, in respect of consultation obligations and similar notice and bargaining obligations owed to any Employees or consultants of the Company or any Subsidiary of the Company in accordance with all applicable Legal Requirements and bargaining agreements, if any.

(i) Subject to this Section 6.4 hereof, Parent shall have sole discretion with respect to the determination as to whether or when to terminate, merge or continue any employee benefit plans and programs of the Company; *provided*, *however*, that Parent shall continue to maintain such employee benefit plans and programs of the Company (other than stock based plans) until the Continuing Employees are permitted to participate in the plans and programs of Parent or the Surviving Corporation in accordance with this Section 6.4. Prior to the Effective Time, if requested by Parent in writing no later than ten (10) business days prior to the Effective Time, the Company shall cause the Company 401(k) Plan to be terminated no later than the day immediately preceding the day of the Effective Time. In the event that Parent requests that the Company 401(k) Plan be terminated in accordance with the terms of the immediately preceding sentence, the Company shall provide Parent with resolutions terminating the Company 401(k) Plan (the form and substance of which shall be subject to reasonable review and approval by Parent). Parent shall use commercially reasonable efforts to permit each such Continuing Employee who has received an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) from the Company 401(k) Plan to roll such eligible rollover distribution (including, for a reasonable period of time following the Effective Time, any associated loans) into an account under a 401(k) plan maintained by Parent or its Subsidiaries.

(j) Except as otherwise expressly provided in this Agreement, Parent shall, and shall cause the Surviving Corporation to continue to be obligated to perform, in accordance with their terms, all contractual rights of Continuing Employees of the Company, including but not limited to (i) the Retention Bonus Agreements and (ii) any option agreements assumed pursuant to Section 1.10 (collectively, the "***Change of Control Arrangements***"). For purposes of the Change of Control Arrangements, Parent acknowledges that the Closing will constitute a "Change of Control."

(k) The Company shall (i) use commercially reasonable efforts to ensure that the right to any payments that could reasonably be expected to constitute a "parachute payment" pursuant to Section 280G of the Code (each, a "***Parachute Payment***") shall have been irrevocably waived by each of the applicable "disqualified individuals" (as defined under Section 280G of the Code and the regulations promulgated thereunder) and (ii) submit for approval, in conformance with Section 280G of the Code and the regulations thereunder (the "***280G Stockholder Vote***"), any Parachute Payments. The disclosure and documents that comprise the 280G Stockholder Vote shall be prepared in cooperation with Parent and reflect all reasonable comments of Parent thereon.

(l) Nothing contained in this Agreement is intended to create any third party beneficiary rights in any employee of the Company or any of its Subsidiaries, or any beneficiary or dependent thereof.

6.5 D&O Liability Insurance. For a period of at least six (6) years following the Closing, the Parent shall cause the Surviving Corporation to maintain (or cause to be maintained), in effect, any run off (*i.e.*, "tail") policy or endorsement with respect to the current policy of directors' and officers' liability insurance which the Company purchases prior to the Closing. Such tail policy will (a) cover claims asserted within six (6) years after the Closing arising from facts or events that occurred at or before the Closing (including consummation of the Transactions); and (b) name as insureds thereunder all present and former directors and officers of the Company, the Surviving Corporation and the Company's Subsidiaries. The Company shall, and shall be permitted to, purchase such a tail policy prior to Closing.

SECTION 7.CONDITIONS PRECEDENT

7.1 Conditions Precedent to the Obligations of Each Party to Effect the Merger. Each party's obligations to effect the Merger and otherwise consummate the Transactions are subject to the satisfaction or waiver, at or prior to the Closing, of the following conditions:

(e) **HSR Act**. Any applicable waiting period under the HSR Act in respect of the Merger shall have expired or been terminated.

(f) **No Injunctions or Restraints**. No temporary restraining order, preliminary or permanent injunction or other material legal restraint or prohibition issued or promulgated by a Governmental Body preventing the consummation of the Transactions shall be in effect, and there shall not be any Legal Requirement enacted or deemed applicable to the Transactions that makes consummation of the Transactions illegal.

7.2 Conditions Precedent to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger and otherwise consummate the Transactions are subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

(o) **Accuracy of Representations**. The representations and warranties of the Company contained in this Agreement shall be accurate in all respects as of the Closing Date as if made on and as of the Closing Date; provided, however, that: (i) in determining the accuracy of such representations and warranties for purposes of this Section 7.2(a): (A) all materiality qualifications that are contained in such representations and warranties and that limit the scope of such representations and warranties shall be disregarded; and (B) any update of or modification to the Disclosure Schedule made or purported to have been made on or after the date of this Agreement shall be disregarded; and (ii) any inaccuracies in such representations and warranties will be disregarded if the circumstances giving rise to all such inaccuracies (considered collectively) do not constitute, and could not reasonably be expected to have or result in, a Company Material Adverse Effect.

(p) **Performance of Covenants**. All of the covenants and obligations that the Company is required to comply with or to perform at or prior to the Closing Date shall have been complied with and performed in all material respects.

(q) **Material Adverse Effect.** There shall not have occurred any event, occurrence or development of a state of circumstances or facts which would reasonably be expected to have a Material Adverse Effect.

(r) **Stockholder Approval.** Holders of at least eighty five percent (85%) of the Company's issued and outstanding capital stock on an as-converted basis shall have consented to the Transactions contemplated by this Agreement (inclusive of the Requisite Stockholder Vote).

(s) **280G Stockholder Vote.** To the extent that the execution and delivery of this Agreement, the shareholder approval of this Agreement, or the consummation of the transactions contemplated hereby could reasonably be expected to (either alone or in conjunction with any other event) result in the payment of any "parachute payment as defined in Section 280G(b)(2) of the Code, the 280G Stockholder Vote shall have occurred and any payments that could reasonably be expected to be non-deductible under Section 280G of the Code shall have been previously irrevocably waived by each of the applicable "disqualified individuals" (as defined under Section 280G of the Code and the regulations promulgated thereunder) and either approved or disapproved in the 280G Stockholder Vote.

(t) **New Service Agreement Shares.** The 43,500 shares of Company Common Stock reserved for issuance pursuant to the Company's obligation to pay deferred acquisition costs under the New Service Agreement shall have been issued.

(u) **Certificate.** Parent shall have received a certificate of the Chief Executive Officer or the Chief Financial Officer of the Company, certifying that the conditions set forth in Section 7.2 have been satisfied.

7.3 Conditions Precedent to Obligations of the Company. The obligations of the Company to effect the Merger and otherwise consummate the Transactions are subject to the satisfaction or waiver, at or prior to the Closing, of the following conditions:

(m) **Accuracy of Representations**. The representations and warranties of Parent and Merger Sub contained in this Agreement shall be accurate in all respects as of the Closing Date as if made on and as of the Closing Date; provided, however, that: (i) in determining the accuracy of such representations and warranties for purposes of this Section 7.3(a), all materiality qualifications that are contained in such representations and warranties and that limit the scope of such representations and warranties shall be disregarded; and (ii) any inaccuracies in such representations and warranties will be disregarded if the circumstances giving rise to all such inaccuracies (considered collectively) do not constitute, and could not reasonably be expected to have or result in, a Material Adverse Effect with respect to Parent.

(n) **Performance of Covenants**. All of the covenants and obligations that Parent and Merger Sub are required to comply with or to perform at or prior to the Closing Date shall have been complied with and performed in all material respects.

(o) **Certificate.** The Company shall have received a certificate of the Chief Executive Officer or the Chief Financial Officer of the Parent and Merger Sub, certifying that the conditions set forth in this Section 7.3 have been satisfied.

SECTION 8.INDEMNIFICATION

8.1 Indemnification by the Stockholders. After the Closing, subject to the terms and conditions of this Section 8, the Company Indemnifying Parties, severally and not jointly, on a Pro-Rata basis, solely by reduction of the Anniversary Merger Consideration as set forth in Section 1.6(b), will indemnify and hold harmless Parent from and against, whether or not involving a third party claim, all Losses incurred by Parent, directly or indirectly, relating to or arising from (a) any breach or inaccuracy of any representation or warranty of the Company in Section 2 of this Agreement, (b) any Tax set forth in Section 5.4(f), or (c) any payments required to be made to any stockholder of the Company with respect to such stockholder's appraisal rights under the DGCL ("***Appraisal Rights Payments***") solely to the extent such payments are in excess of the Merger Consideration that such stockholder would otherwise have received and all reasonable costs and expenses incurred by the Surviving Corporation or Parent in connection with any Legal Proceedings or settlements in connection therewith, *provided, however*, that if Parent settles any such Legal Proceedings without the Stockholders' Representative's consent, then the cost of such settlement shall not be recoverable under this Section 8. Notwithstanding any provision herein to the contrary, Parent shall not be entitled to indemnification with respect to any Losses arising directly or indirectly from any post-Closing (i) acts or omissions by Parent or the Surviving Corporation which result in a change of facts or circumstances from the facts and circumstances underlying the Company's representations and warranties contained in Section 2 hereof, when such representations and warranties were made; or (ii) changes in Legal Requirements. Under no circumstances shall Parent be entitled to be indemnified hereunder for any punitive, exemplary or consequential damages.

8.2 Survival and Time Limitations. All representations, warranties, covenants and agreements of the Company in this Agreement or any other certificate or instrument delivered pursuant to this Agreement will survive the Closing. If the Closing occurs, the Anniversary Merger Consideration shall not be reduced with respect to any claim for any breach or inaccuracy of any representation or warranty in this Agreement or for any breach of any covenant or agreement in this Agreement, unless Parent notifies the Stockholders' Representative in writing of a good faith claim pursuant to this Section 8 on or before the Survival Date. If Parent provides proper notice of a claim on or prior to the Survival Date, liability for such claim will continue until such claim is resolved.

8.3 Limitations on Indemnification.

(n) Parent will not be entitled to be indemnified for Losses with respect to the matters described in Section 8.1 for any Loss until the total of all Losses with respect to such matters, in the aggregate, exceed $1,700,000 (the "***Basket***"), at which time the Anniversary Merger Consideration shall be reduced by the amount of such Losses; provided, however, Appraisal Rights Payments shall not be subject to or counted towards such Basket and Anniversary Merger Consideration may be reduced immediately with respect thereto. Notwithstanding anything to the contrary herein, for the period up to and including the First Anniversary Date, the maximum reduction in the Anniversary Merger Consideration pursuant to this Section 8 is limited to $30,000,000 (the "***Indemnity Cap***"), and for the period commencing the day after the First Anniversary Date and continuing until and including the Survival Date, the maximum reduction in the Anniversary Merger Consideration pursuant to this Section 8 is limited to $22,000,000 (and accordingly the Indemnity Cap for such period is reduced to $22,000,000). For the avoidance of doubt, in no event shall any reduction in Merger Consideration pursuant to this Section 8 (individually or together with all previous reductions) exceed the then-applicable Indemnity Cap.

(o) In addition to the foregoing limits, Parent acknowledges that from and after the Closing, the sole and exclusive remedy of Parent with respect to claims for Losses pursuant to this Section 8 shall be the reduction in the Anniversary Merger Consideration. No amount previously paid or delivered by the Parent hereunder shall be subject to recovery by Parent, Merger Sub, any Affiliate of Parent or Merger Sub, or any Person claiming by or through Parent, Merger Sub, or any Affiliate of Parent or Merger Sub.

(p) Parent shall take, and cause its Affiliates to take, all commercially reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto. Notwithstanding anything contained herein to the contrary, the amount of Losses subject to indemnification under this Section 8 shall be calculated after giving effect to (i) any insurance proceeds actually received by Parent (or any of its Affiliates) with respect to such Losses, less costs incurred to obtain such insurance proceeds, or (ii) any recoveries which may be obtained by Parent (or any of its Affiliates) from any other third party, less costs to obtain such recoveries.

(q) The right of Parent to reduce the Merger Consideration based on representations, warranties, covenants and obligations in this Agreement shall not be affected by any investigation conducted or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with

respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation.

(r) For purposes of determining the amount of Losses subject to indemnification under this Section 8, but not for determining whether a breach of any representation or warranty has occurred, the representations and warranties of the Parties in this Agreement shall not be deemed to be qualified by any references to materiality or Material Adverse Effect.

8.4 Sole and Exclusive Remedy. From and after the Closing, this Section 8 will provide Parent's sole and exclusive recourse and remedy for disputes relating to or arising, directly or indirectly, from this Agreement. This Section 8 will not affect any remedy Parent may have under this Agreement prior to the Closing or upon termination of this Agreement.

8.5 Indemnification; **Claims Process**.

(v) All claims for indemnification by Parent under this Section 8 shall be brought in good faith and asserted and resolved in accordance with this Section 8.5 and be subject to the limitations set forth elsewhere in this Section 8.

(w) If Parent intends to seek indemnification pursuant to this Section 8, Parent shall promptly notify the Stockholders' Representative in writing of such claim, describing such claim in reasonable detail and the amount or estimated amount of such Losses (the "***Claims Notice***"); provided that, subject to the limitations in respect of the Survival Date, the failure of Parent to promptly notify the Stockholders' Representative shall not relieve the Company Indemnifying Parties from liability for such claims except and only to the extent that the Company Indemnifying Parties were actually prejudiced by such delay.

(x) For a period of twenty (20) business days after receipt of a Claims Notice (the "***Dispute Period***") in compliance with Section 8.5(a), Parent shall make no reduction to the Anniversary Merger Consideration with respect to the Losses alleged in such Claims Notice unless Parent shall have received written authorization from the Stockholders' Representative to make such reduction. After the expiration of the Dispute Period, Parent shall reduce the Anniversary Merger Consideration by an amount equal to all or a portion of the Losses set forth in such Claims Notice to the extent the Stockholders' Representative has not objected in a written statement (the "***Dispute Notice***") to the applicable portion of any claim or claims made in the Claims Notice, which written statement shall include in reasonable detail the basis for such objection, and such written statement shall have been delivered to Parent prior to the expiration of the Dispute Period.

(y) If the Stockholders' Representative objects in writing to any portion of the claim or claims by Parent made in any Claims Notice within the Dispute Period, Parent and the Stockholders' Representative shall negotiate in good faith for forty-five (45) days after Parent's receipt of such written objection (the "***Negotiation Period***") to resolve such objection. If Parent and the Stockholders' Representative shall so agree, a memorandum setting forth such agreement shall be prepared and signed by both parties. Parent shall be entitled to conclusively rely on any such memorandum and Parent shall reduce the Anniversary Merger Consideration in accordance with the terms of such memorandum.

(z) If no such agreement can be reached during the Negotiation Period, but in any event upon the expiration of the Negotiation Period, either Parent or the Stockholders' Representative may bring suit in a court having competent jurisdiction. The final non-appealable decision of a court of competent jurisdiction (a "***Final Order***") as to the validity and amount of any claim in such Claims Notice shall be binding and conclusive upon the parties to this Agreement, and the Escrow Agent shall be entitled to act in accordance with the Final Order and the Escrow Agent shall distribute cash from the Indemnity Claims Escrow in accordance therewith. Judgment upon any award rendered by the court may be entered in any other court having jurisdiction over the applicable party.

(aa) If any claim, action, suit or proceeding that is the subject of a Claims Notice is made against Parent or the Surviving Corporation by a third party (a "***Third Party Claim***"), the Stockholders' Representative will be entitled to participate in the defense thereof and to employ counsel, at the expense of the Securityholders, separate from the counsel employed by Parent.

(bb) Parent shall not consent to entry of a judgment, admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Stockholders' Representative's prior written consent, not to be unreasonably delayed or withheld.

8.6 Escrow Agreement. In the event that Parent does not timely pay any portion of the First Anniversary Merger Consideration or the Second Anniversary Merger Consideration on the date that such consideration becomes payable (each, an "***Anniversary Payment Date***") as a result of an unresolved indemnity claim pursuant to this Section 8 (such amounts, the "***Active Indemnity Claims Amounts***"), the parties shall enter into an escrow agreement, substantially in the form attached hereto as **Exhibit I**, with an escrow agent to be mutually agreed upon by Parent and the Stockholders' Representative (the "***Escrow Agent***" and the escrow established with such Escrow Agent, the "***Indemnity Claims Escrow***"). Parent shall deposit Active Indemnity Claims Amounts into the Indemnity Claims Escrow on the relevant Anniversary Payment Date. If Parent fails to deposit all or any portion of the Active Indemnity Claims Amounts into the Indemnity Claims Escrow within five (5) days of the relevant Anniversary Payment Date, interest shall accrue on such un-deposited Active Indemnity Claim Amounts at the Specified Rate per annum, with such interest payable by Parent (through delivery of such amounts to the Payments Administrator to be paid out to holders of Company Capital Stock in accordance with this Agreement) quarterly, on March 31, June 30, September 30, and December 31 of any given year.

SECTION 9.TERMINATION

9.1 Termination Events. This Agreement may be terminated prior to the Closing:

(p) by Parent, if (i) Parent reasonably determines that the timely satisfaction of any conditions set forth in Section 7.1 or Section 7.2 has become impossible (other than as a result of any failure on the part of Parent or Merger Sub to comply with or perform any covenant or obligation of Parent or Merger Sub set forth in this Agreement), or (ii) if the Closing does not occur on or before March 31, 2016, by reason of the failure of any condition precedent under Section 7.1 or Section 7.2 of this Agreement (other than as a result of any failure on the part of Parent or

Merger Sub to comply with or perform any covenant or obligation of Parent or Merger Sub set forth in this Agreement);

(q) by the Company, if (i) the Company reasonably determines that the timely satisfaction of any conditions set forth in 7.1 or 7.3 has become impossible (other than as a result of any failure on the part of the Company to comply with or perform any covenant or obligation set forth in this Agreement or in any other agreement or instrument delivered to Parent), or (ii) if the Closing does not occur on or before March 31, 2016, by reason of the failure of any condition precedent under 7.1 or Section 7.3 of this Agreement (other than as a result of any failure on the part of the Company to comply with or perform any covenant or obligation set forth in this Agreement or in any other agreement or instrument delivered to Parent); or

(r) by the mutual consent of Parent and the Company.

9.2 Termination Procedures. If Parent wishes to terminate this Agreement pursuant to Section 9.1(a), Parent shall deliver to the Company a written notice stating that Parent is terminating this Agreement and setting forth a brief description of the basis on which Parent is terminating this Agreement. If the Company wishes to terminate this Agreement pursuant to Section 9.1(b), the Company shall deliver to Parent a written notice stating that the Company is terminating this Agreement and setting forth a brief description of the basis on which the Company is terminating this Agreement.

9.3 Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, all further obligations of the parties under this Agreement shall terminate; *provided, however*, that neither the Company nor Parent shall be relieved of any obligation or Liability arising from any prior breach by such party of any provision of this Agreement.

SECTION 10.MISCELLANEOUS PROVISIONS

10.1 Amendment. This Agreement may be amended with the approval of the respective boards of directors of the Company and Parent at any time (whether before or after the adoption and approval of this Agreement by the Company's stockholders); *provided, however,* that after any such adoption and approval of this Agreement by the Company's stockholders, no amendment shall be made which by law requires further approval of the stockholders of the Company without the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

10.2 Extension; Waiver.

(h) At any time prior to the Effective Time, and subject to the further provisions of this Section 10.2, the parties may **(I)** extend the time for the performance of any of the obligations or other acts of the other parties, **(I)** waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or **(I)** waive compliance with any of the agreements or conditions contained herein; *provided, however*, that after the Stockholder Written Consent has been obtained, no waiver shall be made that by applicable Legal Requirement

requires further approval of the stockholders of the Company without the further approval of such stockholders.

(i) No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

(j) No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

10.3 Fees and Expenses. Except as otherwise provided herein, each party to this Agreement shall bear and pay all fees, costs and expenses (including legal fees and accounting fees) that have been incurred or that are incurred by such party in connection with the Transactions, including all fees, costs and expenses incurred by such party in connection with or by virtue of: (a) the investigation and review conducted by Parent and its Representatives with respect to the Company's business (and the furnishing of information to Parent and its Representatives in connection with such investigation and review), (b) the negotiation, preparation and review of this Agreement (including the Disclosure Schedule) and all agreements, certificates, opinions and other instruments and documents delivered or to be delivered in connection with the Transactions, (c) the preparation and submission of any filing or notice required to be made or given in connection with any of the Transactions, and the obtaining of any consent required to be obtained in connection with any of such transactions and (d) the consummation of the Merger.

10.4 Attorney-Client Privilege; Continued Representation. The parties hereto hereby acknowledge that Lowenstein Sandler LLP has acted as special counsel to the Company solely in connection with the transactions contemplated herein (and has represented certain of its stockholders from time to time not in connection with the transactions contemplated herein). The following provisions apply to the attorney-client relationship between (a) the Company and Lowenstein Sandler LLP prior to Closing and (b) the Effective Time Holders (and any subset of them) and/or the Stockholders' Representative and Lowenstein LLP following Closing. Each of the parties hereto agrees that (i) it will not seek to disqualify Lowenstein Sandler LLP from acting and continuing to act as counsel to any of the Effective Time Holders or Stockholders' Representative either in the event of a dispute hereunder or in the course of the defense or prosecution of any claim relating to the transactions contemplated herein, and (ii) the Effective Time Holders have a reasonable expectation of privacy with respect to their communications (including any e-mail communications using the Company's e-mail system) with Lowenstein Sandler LLP prior to Closing to the extent that such communications concern the transactions contemplated herein.

10.5 Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service

or by facsimile or email) to the address, email or facsimile telephone number set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

if to Parent or Merger Sub:	Web.com Group, Inc. 12808 Gran Bay Parkway West Jacksonville, FL 32258 Attention: Legal Department Email: legal@web.com
with a copy (which shall not constitute notice) to:	Cooley LLP 1114 Avenue of the Americas New York, NY 10036-7798 Attention: James Fulton, Esq.
if to the Company:	Yodle, Inc. 330 West 34th Street, 18th Floor New York, NY 10001 Attention: Court Cunningham Email: ccunningham@yodle.com
with a copy (which shall not constitute notice) to:	Lowenstein Sandler LLP 1251 Avenue of the Americas New York, New York 10020 Attention: Edward M. Zimmerman/Anthony O. Pergola Email: apergola@lowenstein.com
if to the Stockholders' Representative:	Shareholder Representative Services LLC 1614 15th Street, Suite 200 Denver, CO 80202 Attention: Managing Director Email: deals@srsacquiom.com Telephone: (303) 648-4085 Facsimile: (303) 623-0294

10.6 Time of the Essence. Time is of the essence of this Agreement.

10.7 Headings. The bold-faced headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

10.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10.9 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

10.10 Successors and Assigns. This Agreement shall be binding upon: the Company and its successors and assigns (if any); Parent and its successors and assigns (if any); and Merger Sub and its successors and assigns (if any). This Agreement shall inure to the benefit of the parties, and the respective successors and assigns of the foregoing.

10.11 Remedies Cumulative; Specific Performance. The rights and remedies of the parties hereto shall be cumulative (and not alternative). The parties to this Agreement agree that, in the event of any breach or threatened breach by any party to this Agreement of any covenant, obligation or other provision set forth in this Agreement for the benefit of any other party to this Agreement, such other party shall be entitled (in addition to any other remedy that may be available to it) to: (a) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, (b) an injunction restraining such breach or threatened breach, and (c) any other available equitable remedies. In the event that the Company terminates the Agreement pursuant to Section 9.1(b) as a result of Parent's failure to satisfy any condition set forth in Section 7.3, the Company may pursue claims against Parent for monetary damages at law. In the event that Parent terminates the Agreement pursuant to Section 9.1(a) as a result of Company's failure to satisfy any condition set forth in Section 7.2, Parent may pursue claims against the Company for monetary damages at law.

10.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

10.13 Parties in Interest.

(a) Except for payment of the Merger Consideration to the Effective Time Holders pursuant to the provisions of this Agreement and Sections 6.3, 6.5 and 10.4, none of the provisions of this Agreement is intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns (if any).

(b) Notwithstanding anything to the contrary contained in this Agreement, each of the parties hereto: (i) agrees that it will not bring or support any person in any action, suit, proceeding, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any of the Lenders in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including, but not limited to, any dispute arising out of or relating in any way to the Amendment

or the Amended Agreement or the performance thereof or the financings contemplated thereby, in any forum other than the federal and New York state courts located in the Borough of Manhattan within the City of New York; (ii) agrees that, except as specifically set forth in the Amendment or the Amended Agreement, as applicable, all claims or causes of action (whether at law, in equity, in contract, in tort or otherwise) against any of the Lenders in any way relating to the Amendment or the Amended Agreement or the performance thereof or the financings contemplated thereby, shall be exclusively governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles or rules or conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction; and (iii) hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation (whether in law or in equity, whether in contract or in tort or otherwise) directly or indirectly arising out of or relating in any way to the Amendment or the Amended Agreement or the performance thereof or the financings contemplated thereby. Notwithstanding anything to the contrary contained in this Agreement, except for claims by Parent or the Merger Sub against the Lenders pursuant to the Amendment or the Amended Agreement, (A) none of the parties hereto nor any of their respective subsidiaries, Affiliates, directors, officers, employees, agents, partners, managers, members or stockholders shall have any rights or claims against any Lender, in any way relating to this Agreement or any of the transactions contemplated by this Agreement, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Amendment or the Amended Agreement or the performance thereof or the financings contemplated thereby, whether at law or equity, in contract, in tort or otherwise and (B) no Lender shall have any liability (whether in contract, in tort or otherwise) to any party hereto or any of their respective subsidiaries, Affiliates, directors, officers, employees, agents, partners, managers, members or stockholders for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Amendment or the Amended Agreement or the performance thereof or the financings contemplated thereby, whether at law or equity, in contract, in tort or otherwise. The Lenders are intended third party beneficiaries of this Section 10.13(b).

10.14 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "***include***" and "***including***," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "***Sections***" and "***Exhibits***" are intended to refer to Sections of this Agreement and Exhibits to this Agreement.

10.15 Entire Agreement. This Agreement and the other agreements referred to herein set forth the entire understanding of the parties hereto relating to the subject matter hereof and thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter hereof and thereof; *provided, however,* that the Mutual Non-Disclosure Agreement executed on behalf of Parent and the Company dated October 6, 2014, as amended as of August 27, 2015 (the "***Existing NDA***") shall not be superseded by this Agreement and shall remain in effect in accordance with its terms until the earlier of: (a) the Effective Time, or (b) the date on which such Existing NDA is terminated in accordance with its terms.

10.16 Stockholders' Representative.

(a) By voting in favor of the adoption of this Agreement, the approval of the principal terms of the Merger, and the consummation of the Merger or participating in the Merger and receiving the benefits thereof, including the right to receive the consideration payable in connection with the Merger, each Securityholder shall be deemed to have approved the designation of, and hereby designates, Shareholder Representative Services LLC as the representative, agent and attorney-in-fact of each Securityholder for the purpose of taking all actions deemed necessary or appropriate by the Stockholders' Representative on behalf of the Securityholders in connection with this Agreement and the agreements contemplated hereby. If the Stockholders' Representative shall resign or be removed by the Securityholders, the Securityholders shall (by consent of those Persons entitled to at least a majority of the Merger Consideration), within 10 days after such resignation or removal, appoint a successor to the Stockholders' Representative. Any such successor shall succeed the former Stockholders' Representative as the Stockholders' Representative hereunder.

(b) The Stockholders' Representative will incur no liability of any kind with respect to any action or omission by the Stockholders' Representative in connection with the its services pursuant to this Agreement and the agreements contemplated hereby, except in the event of liability directly resulting from the Stockholder Representative's gross negligence or willful misconduct. The Securityholders will indemnify, defend and hold harmless the Stockholders' Representative from and against any and all losses, liabilities, damages, claims, penalties, fines, forfeitures, actions, fees, costs and expenses (including the fees and expenses of counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively, "***Representative Losses***") arising out of or in connection with the Stockholders' Representative's execution and performance of this Agreement and the agreements contemplated hereby, in each case as such Representative Loss is suffered or incurred; provided, that in the event that any such Representative Loss is finally adjudicated to have been directly caused by the gross negligence or willful misconduct of the Stockholders' Representative, the Stockholders' Representative will reimburse the Securityholders the amount of such indemnified Representative Loss to the extent attributable to such gross negligence or willful misconduct. If not paid directly to the Stockholders' Representative by the Securityholders, any such Representative Losses may be recovered by the Stockholders' Representative from (i) the funds in the Expense Fund and (ii) the amounts of the

First Anniversary Merger Consideration and/or Second Anniversary Merger Consideration at such time as such amounts would otherwise be distributable to the Securityholders; provided, that while this section allows the Stockholders' Representative to be paid from the Expense Fund and such future consideration, this does not relieve the Securityholders from their obligation to promptly pay such Representative Losses as they are suffered or incurred, nor does it prevent the Stockholders' Representative from seeking any remedies available to it at law or otherwise. In no event will the Stockholders' Representative be required to advance its own funds on behalf of the Securityholders or otherwise. The Securityholders acknowledge and agree that the foregoing indemnities will survive the resignation or removal of the Stockholders' Representative or the termination of this Agreement.

(c) Upon the Closing, the Parent or Surviving Corporation will wire to the Stockholders' Representative an amount of $1,000,000 (the "***Expense Fund***"), which will be used for the purposes of paying directly, or reimbursing the Stockholders' Representative for, any third party expenses pursuant to this Agreement and the agreements ancillary hereto. The Securityholders will not receive any interest or earnings on the Expense Fund and irrevocably transfer and assign to the Stockholders' Representative any ownership right that they may otherwise have had in any such interest or earnings. The Stockholders' Representative will not be liable for any loss of principal of the Expense Fund other than as a result of its gross negligence or willful misconduct. The Stockholders' Representative will hold these funds separate from its corporate funds, will not use these funds for its operating expenses or any other corporate purposes and will not voluntarily make these funds available to its creditors in the event of bankruptcy. As soon as practicable following the completion of the Stockholders' Representative's responsibilities, the Stockholders' Representative will deliver the balance of the Expense Fund to the Payments Administrator for further distribution to the Securityholders. For tax purposes, the Expense Fund will be treated as having been received and voluntarily set aside by the Securityholders at the time of Closing.

[Remainder of Page Intentionally Left Blank]

The parties hereto have caused this Agreement to be executed and delivered as of February 11, 2016.

WEB.COM GROUP, INC.,
a Delaware corporation

By: /s/ David L. Brown
Name: David L. Brown
Title: Chief Executive Officer

BARTON CREEK WEB.COM, LLC,
a Delaware limited liability company

By: /s/ David L. Brown
Name: David L. Brown
Title: CEO

YODLE, INC.
a Delaware corporation

By: /s/ Court Cunningham
Name: Court Cunningham
Title: Chief Executive Officer

SHAREHOLDER REPRESENTATIVE SERVICES LLC,
a Colorado limited liability company solely in its capacity as the Stockholders' Representative

By: /s/ W. Paul Koenig
Name: W. Paul Koenig
Title: Managing Director

EXHIBIT A

CERTAIN DEFINITIONS

For purposes of the Agreement (including this **Exhibit A**):

"***280G Stockholder Vote***" shall have the meaning set forth in Section 6.4(e) hereof.

"***Accounting Convention***" shall mean GAAP on a basis consistent with the principles, practices and methodologies used by the Company in the preparation of the Financial Statements.

"***Acquisition Transaction***" shall mean any transaction involving:

(a) the sale, license, disposition or acquisition of all or a material portion of the Company's business or assets;

(b) the issuance, disposition or acquisition of (i) any capital stock or other equity security of the Company (other than common stock issued to employees of the Company, upon exercise of Company Options or otherwise, in routine transactions in accordance with the Company's past practices), (ii) any option, call, warrant or right (whether or not immediately exercisable) to acquire any capital stock or other equity security of the Company (other than stock options granted to employees of the Company in routine transactions in accordance with the Company's past practices), or (iii) any security, instrument or obligation that is or may become convertible into or exchangeable for any capital stock or other equity security of the Company; or

(c) any merger, consolidation, business combination, reorganization or similar transaction involving the Company.

"***Affiliate***" when used with respect to any specified Person, shall mean any other Person who or that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

"***Affiliated Group***" shall mean any affiliated group within the meaning of Code Section 1504(a) or any similar group defined under a similar provision of any applicable Legal Requirement.

"***Anniversary Merger Consideration***" shall mean the First Anniversary Merger Consideration or Second Anniversary Merger Consideration, as applicable.

"***Antitrust Laws***" shall mean federal, state, local or foreign antitrust, competition, premerger notification or trade regulation laws, regulations, Legal Requirement or Governmental Order.

"***Business***" shall mean the business of the Company as conducted on the date hereof.

"***Cash***" shall mean the sum of all cash, cash equivalents (including money market accounts, money market funds, money market instruments and demand deposits) and marketable securities of the Company and its Subsidiaries, determined in accordance with the Accounting Convention.

"***Closing Merger Consideration***" means $300,000,000, as adjusted for the Closing Adjustment set forth in Section 1.7(a), the amounts set forth in Section 1.6(b)(ii), (iii), (iv) and (v), and minus the amount of the Expense Fund.

"***Closing Working Capital***" means (a) the Current Assets of the Company, less (b) the Current Liabilities of the Company, determined as of the open of business on the Closing Date, prepared applying the principles as set forth on **Exhibit J** hereto.

"***Code***" shall mean the Internal Revenue Code of 1986, as amended.

"***Company 401(k) Plan***" shall mean the Yodle, Inc. 401(k) Plan.

"***Company Capital Stock***" shall mean the Company Common Stock and the Company Preferred Stock.

"***Company Charter***" shall mean the certificate of incorporation of the Company as in effect as of immediately prior to the Effective Time.

"***Company Common Stock***" shall mean the Common Stock, par value $0.0002 per share, of the Company.

"***Company Debt***" shall mean the Funded Debt of the Group Companies outstanding as of immediately prior to the Effective Time determined on a consolidated basis.

"***Company Financial Advisor***" shall mean Credit Suisse and its Affiliates.

"***Company Indemnifying Parties***" shall mean the persons who receive a portion of the Merger Consideration on account of Company Capital Stock, but shall exclude any person who is the record owner of Company Series E Preferred Stock and/or Company Series F Preferred Stock immediately prior to the Effective Time, solely to the extent of their ownership of Company Series E Preferred Stock and/or Company Series F Preferred Stock.

"***Company Option***" shall mean each outstanding option, whether or not then vested, to purchase shares of Company Common Stock under the Company Option Plan.

"***Company Option Plan***" shall mean the 2007 Equity Incentive Plan of the Company.

"***Company Owned Intellectual Property***" shall mean all Intellectual Property owned or purported to be owned by the Company and its Affiliates (including the Company's Subsidiaries) that is material to and necessary for the operations of the Business, whether as currently conducted or as reasonably contemplated to be conducted, wherever located, including in the Company Products and all tangible embodiments thereof.

"***Company Preferred Stock***" shall mean all of the Preferred Stock, par value $0.001 per share, of the Company.

"***Company Product***" shall mean any product or service designed, developed, marketed, distributed, provided or licensed by the Company at any time since January 1, 2011.

"***Company Series A Preferred Stock***" shall mean the Series A Preferred Stock, par value $0.001 per share, of the Company.

"***Company Series B Preferred Stock***" shall mean the Series B Preferred Stock, par value $0.001 per share, of the Company.

"***Company Series C Preferred Stock***" shall mean the Series C Preferred Stock, par value $0.001 per share, of the Company.

"***Company Series D Preferred Stock***" shall mean the Series D Preferred Stock, par value $0.001 per share, of the Company.

"***Company Series E Preferred Stock***" shall mean the Series E Preferred Stock, par value $0.001 per share, of the Company.

"***Company Series F Preferred Stock***" shall mean the Series F Preferred Stock, par value $0.001 per share, of the Company.

*"**Company Transaction Expenses**"* means (a) all third party fees and expenses incurred by or on behalf of the Company in connection with the negotiation, execution, delivery and performance of this Agreement and the consummation of the Transactions, whether or not billed or accrued (including any fees and expenses of legal counsel and accountants, the maximum amount of fees and expenses payable to or on behalf of financial advisors, investment bankers and brokers of the Company and any such fees and expenses incurred by the Securityholders, and the fees and expenses of the Payments Administrator with respect to the distribution of the Closing Merger Consideration (but not the distribution of the Anniversary Merger Consideration)), and (b) any other items that are deemed to be Company Transaction Expenses by the express terms of this Agreement. If any fees and expenses of the type contemplated under clause (a) of the preceding sentence are incurred by or on behalf of the Company following the Closing, such fees and expenses will only be deemed Company Transaction Expenses to the extent they arise out of any contract or arrangement (whether written or oral, formal or informal) entered into by or on behalf of the Company at or prior to the Closing.

"***Company Unvested Options***" shall mean all Company Options other than the Company Vested Options.

"***Company Vested In-The-Money Options***" means any Company Vested Options that have an exercise price below $2.01 per share.

"***Company Vested Options***" means any Company Options that are vested under the terms of any Contract with Company and that are unexpired, unexercised and outstanding as of immediately prior to the Effective Time. For purposes of clarification, for any outstanding grants of Company Options that are partially vested, only the vested portion of such grants shall be

considered Company Vested Options, and the unvested portions of such grants shall be considered Company Unvested Options.

"***Company Vested Out-Of-The-Money Options***" means any Company Vested Options that have an exercise price at or above $2.01 per share.

"***Continuing Employee***" shall any employee of the Company or any Subsidiary of the Company as of immediately prior to the Effective Time who either remains an employee of the Surviving Corporation or any Subsidiary of the Company as of immediately following the Effective Time, or becomes an employee of Parent or one of its Subsidiaries as of immediately following the Effective Time.

"***Contract***" shall mean any contract (written or oral), undertaking, commitment, arrangement, plan or other legally binding agreement or understanding.

"***Control***" shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The term "***Controlled***" shall have a correlative meaning.

"***Controlled Group***" shall mean the Company and any trade or business, whether or not incorporated, which is treated together with the Company as a single employer under Sections 414(b), (c), (m) or (o) of the Code.

"***Current Assets***" means accounts receivable, inventory, prepaid expenses and other current assets, but excluding (a) deferred Tax assets and (b) receivables from any of the Company's Affiliates, directors, employees, officers or stockholders and any of their respective Affiliates (other than the Specified Loans), in each case determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements for the most recent fiscal year end as if such accounts were being prepared and audited as of a fiscal year end.

"***Current Liabilities***" means accounts payable, current and noncurrent deferred revenue, accrued Taxes (including, without limitation, Transaction Payroll Taxes), accrued expenses, earned but unpaid employee sales commissions, and 401(k) employer match liability, but excluding (a) payables to any of the Company's Affiliates, directors, employees, officers or stockholders and any of their respective Affiliates, (b) deferred Tax liabilities, (c) the current portion of long term debt, (d) accrued retention bonus, (e) accrued interest expense, (f) deferred rent, (g) short term portion of lease incentive obligation, (h) Lighthouse deferred compensation, (i) Service Task deferred payment, and (j) accrued payments to be made pursuant to the Company's 2015 bonus plan if such payments have not been made prior to the Closing, in each case determined in accordance with

GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements for the most recent fiscal year end as if such accounts were being prepared and audited as of a fiscal year end.

"***Deferred Acquisition Cash Payments***" shall mean the sum of (i) $330,000 due to New Service, LLC ("***New Service***"), pursuant to that certain Asset Purchase Agreement, dated as of February 28, 2014, by and between the Company, New Service and the other parties thereto (the "***New Service Agreement***") to the extent not paid prior to Closing, **plus** (ii) $6,119,084.74 payable to the shareholders of Lighthouse Practice Management Group, Inc. ("***Lighthouse"***) as Aggregate Adjusted Deferred Payment Consideration, as defined in that certain Agreement and Plan of Merger, dated as of February 28, 2013, by and between the Company, Lighthouse and the other parties thereto.

"***DGCL***" shall mean the General Corporation Law of the State of Delaware.

"***DOJ***" shall mean the Antitrust Division of the United States Department of Justice.

"***Effective Time Holder***" shall mean each holder of Company Capital Stock as of immediately prior to the Effective Time, including Company Common Stock issuable upon exercise of Company Vested In-The-Money Options outstanding prior to the Effective Time that are exercised at the Closing with a Specified Loan.

"***Employee***" means any current, former, or retired employee, officer, manager, or director of the Company or any of its Subsidiaries or of any Person deemed to be a co-employer with the Company or any of its Subsidiaries, or any other Person employed by the Company or any of its Subsidiaries under a contract of employment.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended.

"***First Anniversary Merger Consideration"*** means $20,000,000, (x) plus, if the Post Closing Adjustment is a positive number, the amount equal to the Post Closing Adjustment, or minus, if the Post Closing Adjustment is a negative number, the amount equal to the absolute value of the Post Closing Adjustment, and (y) minus, in the event of indemnifiable Losses pursuant to Section 8.1 which are finally resolved, such amount of indemnifiable Losses; *provided, however,* that the First Anniversary Merger Consideration shall not be less than $0.

"***First Anniversary Per Share Merger Consideration"*** means the First Anniversary Merger Consideration divided by the Fully Diluted Shares outstanding as of immediately prior to the Effective Time.

"***FTC***" shall mean the United States Federal Trade Commission.

"***Fully Diluted Shares***" shall mean the number equal to the sum of (x) the aggregate number of shares of Company Common Stock outstanding immediately prior to the Effective Time (including Company Common Stock issuable upon exercise of Company Vested In-The-Money

Options prior to the Effective Time to exercise such Company Vested In-The-Money Options at the Closing that are exercised with a Specified Loan) and (y) the aggregate number of shares of Company Preferred Stock, excluding Company Series E Preferred Stock and Company Series F Preferred Stock, outstanding immediately prior to the Effective Time.

"***Funded Debt***" shall mean, as of any particular time with respect to any of the Group Companies, without duplication, (i) all indebtedness of any Group Company for borrowed money, (ii) all obligations of any Group Company evidenced by bonds, debentures, notes or similar instruments, (iii) the Deferred Acquisition Cash Payments and (iv) any accrued interest, fees, premiums, penalties and other obligations relating to any indebtedness or other obligations of the type referred to in any other clause of this definition payable in connection with the repayment thereof on or prior to the Closing Date. Notwithstanding the foregoing, "***Funded Debt***" shall not include (a) any letters of credit to the extent not drawn upon, (b) any bank guarantees, (c) surety bonds and performance bonds or (d) any intercompany indebtedness among the Group Companies. For purposes of calculating the Merger Consideration pursuant to this Agreement, Funded Debt shall mean "Funded Debt," as defined above, outstanding as of immediately prior to the Effective Time (but before taking into account the consummation of the transactions contemplated hereby).

"***GAAP***" shall mean generally accepted accounting principles in the United States.

"***Group Company(ies)***" means the Company and each of its Subsidiaries.

"***Governmental Body***" shall mean any: (a) nation, state, county, municipality or district; (b) federal, state, local or municipal government; or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court).

"***Governmental Order***" shall mean any order, writ, judgment, injunction, decree, stipulation, determination, award or binding agreement issued, promulgated or entered by or with any Governmental Body.

"***HSR Act***" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"***Indebtedness***" means, as of any particular time with respect to any of the Group Companies, without duplication, (i) all Funded Debt as of such time, (ii) all letters of credit issued for the account of the Company or any of its Subsidiaries, (iii) all bank guarantees, (iv) all surety bonds and performance bonds and (v) all guarantees and keepwell arrangements issued by the Company or any of its Subsidiaries.

"***Intellectual Property***" shall mean all intellectual property and other similar proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including without limitation such rights in and to: (a) trademarks, trade dress, service marks, certification marks, logos and trade names, and the goodwill associated with the foregoing (collectively, "***Trademarks***"); (b) patents and patent applications, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, re-examinations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of

importation/confirmation, certificates of invention, certificates of registration and like rights (collectively, "***Patents***"); (c) inventions, invention disclosures, discoveries and improvements, whether or not patentable; (d) writings and other works of authorship ("***Copyrights***"); (e) trade secrets, non-public and confidential business, technical and know-how information, Company proprietary databases and other non-public compilations of information, and rights to limit the use or disclosure thereof by any Person (collectively, "***Trade Secrets***"); (f) Technology; (g) registered domain names and uniform resource locators ("***Domain Names***"); (h) moral rights; and (i) claims, causes of action and defenses relating to the enforcement of any of the foregoing; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing clauses (a) through (h) with or by any Governmental Body in any jurisdiction.

"***Knowledge***" shall mean (a) with respect to Parent or Merger Sub, the actual knowledge of David Brown, Kevin Carney, Matthew McClure and Greg Wong and (b) with respect to the Company, the actual knowledge of Court Cunningham, John Herman, Paul Bascobert, Danielle Korins, Julie Shermak, Steve Power and Daniel Rolnick.

"***Legal Requirement***" shall mean any federal, state, local or municipal law, statute, constitution, principle of common law, resolution, ordinance, code, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

"***Legal Proceeding***" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

"***Liability***" shall mean any debt, obligation, duty or liability of any nature.

"***Lien***" shall mean any lien (statutory or otherwise), mortgage, pledge, charge, option, hypothecation, collateral assignment, encumbrance, security interest, restriction or similar claim in equity of any kind or nature whatsoever, other than Permitted Liens.

"***Losses***" shall mean any loss, damage, injury, Liability, claim, demand, settlement, judgment, award, fine, penalty, Tax, fee (including any legal fee, expert fee, accounting fee or advisory fee, in each case to the extent reasonable), charge, cost or expense of any nature.

"***Made available***" shall mean that the Company has either posted the materials in question to the virtual data rooms managed by the Company or its Representatives or directly provided the materials in question, in each case prior to the date of this Agreement.

"***Material Adverse Effect***" shall mean any event, development, circumstance, change, effect, or occurrence that, individually or in the aggregate, with all other events, developments, circumstances, changes, effects, or occurrences, (A) has a material adverse effect on or with respect to the Business, financial condition or results of operations of the Company or the Surviving Corporation, as applicable, and the Company's Subsidiaries (taken as a whole) or (B) prevents, materially delays or materially impairs the ability of the Company to timely consummate the

Transactions; *provided, however*, that none of the following shall be deemed to constitute, and none of the following (or the effects thereof) shall be taken into account in determining whether there has been, a Material Adverse Effect: (a) any adverse change, event, development, or effect arising from or relating to (i) general business or economic conditions, (ii) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (iii) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (iv) changes in GAAP, (v) changes in Legal Requirements, (vi) the negotiation, execution and delivery of this Agreement, the identity or business plans of Parent or its Affiliates, or the announcement or consummation of the Transactions, including any impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, partners or employees, (vii) the resignation, retirement, death or permanent disability of any employee of the Company or its Subsidiaries or (viii) the taking of any action contemplated by the Transaction Documents; (b) any existing event, occurrence or circumstance with respect to which Parent or Merger Sub has Knowledge as of the date hereof; or (c) any adverse change in or effect on the Business that is timely cured by the Company.

"***Non-Continuing Employee***" shall mean any employee of the Company or any Subsidiary of the Company who is not a Continuing Employee.

"***Non-Series E/F Closing Per Share Merger Consideration***" means (a) (i) the Closing Merger Consideration, minus (ii) the Series E Aggregate Liquidation Amount, minus (iii) the Series F Aggregate Liquidation Amount, divided by (b) the Fully Diluted Shares outstanding as of immediately prior to the Effective Time.

"***Open Source Code***" means software or other material that is distributed as "free software," "open source software" or under similar licensing or distribution terms (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL), Open Source Initiative and the Apache License).

"***Option Exchange Ratio***" means the number equal to the quotient obtained by dividing (a) the sum of (i) the Non-Series E/F Closing Per Share Merger Consideration and (ii) the quotient obtained by dividing $42,000,000 by the Fully Diluted Shares, by (b) the Parent VWAP.

"***Parent Common Stock***" shall mean the Common Stock, par value $0.001 per share, of Parent.

"***Parent VWAP***" shall mean the average VWAP over the five trading days preceding the Closing Date. "VWAP" for purposes of this definition means, for a trading day, the dollar volume-weighted average price of a share of Parent Common Stock on the NASDAQ Global Select Market during the trading day beginning at 9:30:01 a.m., New York City time, and ending at 4:00:00 p.m., New York City time, as reported by Bloomberg through its "Volume at Price" function.

"***Payout Spreadsheet***" shall mean a spreadsheet, to be provided with the Closing Statement setting forth the following: (i) the Merger Consideration (as reflected on the Closing Statement) and (ii) the Per Share Merger Consideration for each class and type of Company Capital Stock, in each case determined as of immediately prior to the Effective Time in accordance with this Agreement. The Payout Spreadsheet shall be prepared and determined in accordance with the same accounting methods, policies, practices and procedures, with consistent classifications, judgments and estimation methodology, as were used in the preparation of the Payout Spreadsheet Trial Run.

"***Payout Spreadsheet Trial Run***" shall mean the spreadsheet attached hereto on the date hereof as **Exhibit K**, setting forth good faith estimates of the following: (i) the Merger Consideration; and (ii) the Per Share Merger Consideration determined on a *pro forma* basis as if the Closing occurred on the date of this Agreement, assuming no Merger Consideration adjustment pursuant to Section 1.7.

"***Permitted Liens***" shall mean (a) liens for Taxes, assessments or other governmental charges not yet due and payable, (b) mechanics', workmen's, repairmen's, warehousemen's, carriers' or other like liens arising or incurred in the ordinary course of business if the underlying obligations are not past due, (c) any interest or title of a lessor under an operating lease or capitalized lease or of any licensor under a license, (d) liens securing Company Debt, (e) Liens created under any Material Contract identified on **Section 2.13 of the Disclosure Schedule** and (vi) imperfections of title and Liens the existence of which, in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

"***Person***" shall mean any individual, corporation, partnership, limited liability company, joint venture, governmental agency or instrumentality, or any other entity.

"***Per Share Merger Consideration***" shall mean: (i) with respect to any shares of Company Common Stock, Company Series A Preferred Stock, Company Series B Preferred Stock, Company Series C Preferred Stock and Company Series D Preferred Stock, the Non-Series E/F Closing Per Share Merger Consideration; (ii) with respect any shares of Company Series E Preferred Stock, the Series E Preferred Per Share Liquidation Amount; or (iii) with respect any shares of Company Series F Preferred Stock, the Series F Preferred Per Share Liquidation Amount.

"***Personally Identifiable Information***" shall mean, as to any individual, such individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such individual: (a) such individual's social security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to such individual's financial account; *provided, however*, that ''***Personally Identifiable Information***'' shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

"***Pre-Closing Tax Period***" shall mean any tax period ending on or prior to the Closing Date and the portion of any Straddle Period that ends on the Closing Date.

"***Pro-Rata***" shall mean the percentage determined by dividing (x) the portion of the Merger Consideration entitled to be received by such person on account of Company Capital Stock, by (y) the aggregate Merger Consideration payable by Parent on account of all Company Capital Stock, except in the case of each of the foregoing "(x)" and "(y)", excluding amounts payable on account of Company Series E Preferred Stock and Company Series F Preferred Stock.

"***Records***" shall mean all books, records, manuals and other materials and information of the Company, including, without limitation, customer records, personnel and payroll records, accounting records, purchase and sale records, price lists, correspondence, quality control records and all research and development files, wherever located.

"***Registered Intellectual Property***" shall mean any and all Intellectual Property that has been registered, applied for, filed, certified or otherwise perfected, issued, or recorded with or by any Governmental Body, including, solely for the purposes of this definition, any Domain Name registrar.

"***Representatives***" shall mean officers, directors, employees, agents, attorneys, accountants, advisors and representatives.

"***Requisite Stockholder Vote***" shall mean the vote of the holders of 75% of the Company's capital stock on an as-converted basis, including, without limitation, the Necessary Stockholder Vote under the DGCL and Company Charter.

"***Retention Bonus Agreements***" shall mean those certain bonus agreements and bonus letters set forth on Schedule A.

"***Second Anniversary Merger Consideration"*** means $22,000,000 (x) minus, if the First Anniversary Merger Consideration would have been a negative number but for the *proviso* set forth at the end of such definition, the amount equal to the absolute value of such negative number, (y) minus, in the event of indemnifiable Losses pursuant to Section 8.1 which are finally resolved and which had not previously reduced the amount of the First Anniversary Merger Consideration, minus (z) any fees and expenses of the Independent Accountants that are to reduce the Second Anniversary Merger Consideration pursuant to Section 1.7(c)(iv); *provided, however,* that the Second Anniversary Merger Consideration shall not be less than $0.

"***Second Anniversary Per Share Merger Consideration"*** means the Second Anniversary Merger Consideration divided by the Fully Diluted Shares.

"***Securities Act***" shall mean the Securities Act of 1933, as amended.

"***Securityholder***" means a holder of Company Common Stock (including Company Common Stock issuable upon exercise of Company Vested In-The-Money Options outstanding prior to the Effective Time that are exercised at the Closing with a Specified Loan) or Company Preferred Stock (other than Company Series E Preferred Stock and Company Series F Preferred Stock), immediately prior to the Effective Time.

"***Series E Aggregate Liquidation Amount***" shall mean the Series E Preferred Per Share Liquidation Amount multiplied by the number of shares of Company Series E Preferred Stock outstanding on the Effective Time.

"***Series E Preferred Per Share Liquidation Amount***" shall mean $2.30, which is the amount per share payable to a holder of Company Series E Preferred Stock pursuant Article FOURTH, Section B.2. of the Company Charter.

"***Series F Aggregate Liquidation Amount***" shall mean the Series F Preferred Per Share Liquidation Amount multiplied by the number of shares of Company Series F Preferred Stock outstanding on the Effective Time.

"***Series F Preferred Per Share Liquidation Amount***" shall mean $6.00, which is the amount per share payable to a holder of Company Series F Preferred Stock pursuant Article FOURTH, Section B.2. of the Company Charter.

"***Specified Loans***" shall mean (a) the promissory notes issued by holders of Company Vested In-The-Money Options prior to the Effective Time to exercise such Company Vested In-The-Money Options at the Closing, and (b) for the purposes of the definition of Current Assets, loans to employees of the Company in St. Lucia, in an amount not in excess of $180,000.

"***Specified Rate***" shall mean, with respect to a payment, 12% per annum, which shall escalate to 14% after one year from the date the payment was due, and to 16% after two years from the date the payment was due.

"***Stockholders' Representative***" shall mean Shareholder Representative Services LLC, who shall have full power and authority to make the determinations as set forth in this Agreement.

"***Straddle Period***" shall mean any tax period that begins on or prior to the Closing Date but ends after the Closing Date. In the case of any Straddle Period, the amount of any Taxes that are allocable to the period that ends on or before the Closing Date shall (i) in the case of any Taxes imposed on a periodic basis (including real property and ad valorem Taxes) be deemed to be the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of calendar days during the Straddle Period before and including the Closing Date and the denominator of which is the total number of calendar days in the Straddle Period, and (ii) in the case of all other Taxes be determined based on an interim closing of the books as of the end of the day on the Closing Date.

"***Subsidiary***" of any Person shall mean any other Person of which (or in which) an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is at the time directly or indirectly owned or Controlled by such Person, by such Person and one or more of its other Subsidiaries or

by one or more of such Person's other Subsidiaries. In the case of the Company, such term includes, without limitation, ProfitFuel, Inc. and Lighthouse Practice Management Group, Inc.

"*Survival Date*" means the date that is 18 months after the Closing Date.

"***Tax***" and "***Taxes***" shall mean (i) any net income, alternative or add-on minimum tax, gross income, estimated, gross receipts, sales, use, ad valorem, value added, transfer, franchise, fringe benefit, capital stock, profits, license, registration, withholding, payroll, social security (or equivalent), employment, unemployment, disability, excise, severance, stamp, occupation, NYC commercial rent tax, abandoned or unclaimed property, premium, property (real, tangible or intangible), environmental or windfall profit tax, custom duty or other tax, together with any interest or any penalty, addition to tax or additional amount (whether disputed or not) imposed by any Governmental Body responsible for the imposition of any such tax (domestic or foreign) (ii) any Liability for the payment of any amounts of the type described in clause (i) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any Taxable period and (iii) any Liability for the payment of any amounts of the type described in clause (i) or (ii) of this sentence as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to assume such Taxes or to indemnify any other Person.

"***Taxing Authority***" shall mean any Governmental Body responsible for the administration or imposition of any Tax.

"***Tax Return***" shall mean any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement relating to any Tax.

"***Technology***" shall mean any or all of the following (a) works of authorship, computer programs, source code, and executable code, whether embodied in software, firmware or otherwise, architecture, documentation, designs, files, records, databases, algorithms, scripts, APIs, user interfaces and data, (b) inventions (whether or not patentable), discoveries, improvements, and technology, (c) proprietary and confidential information, specifications Trade Secrets and know how, (d) databases, data compilations and collections and technical data, (e) Domain Names, web addresses and sites, (f) tools, methods, protocols, schematics, network configurations, and processes, and (g) any and all instantiations or embodiments of the foregoing or any other Intellectual Property rights in any form and embodied in any media.

"***Transactions***" shall mean the Merger, the amendment to the Company Charter as required pursuant to Section 1.9(f), and the other transactions contemplated in the Transaction Documents.

"***Transaction Documents***" shall mean all of the agreements, documents, instruments and certificates contemplated by this Agreement or to be executed by a party to this Agreement in connection with the consummation of the Transactions.

"***Transaction Payroll Taxes***" shall mean the employer's share of any employment or other payroll Taxes payable by Parent, the Company or any of the Company's Subsidiaries with respect to any option exercises, bonuses, phantom stock payments, severance or other compensatory payments in connection with the transactions contemplated by this Agreement, whether payable by Parent, the Company or any of the Company's Subsidiaries.

"***Undisputed Amounts***" has the meaning set forth in Section 1.7(c)(iii).

"***WARN***" shall mean the Worker Adjustment and Retraining Notification Act of 1988, as amended.

In addition to the foregoing defined terms, each of the following terms is defined in the Section set forth opposite such term:

Term	Section
280G Stockholder Vote	6.4(e)
Active Indemnity Claims Amounts	8.6
Affidavit	1.11(b)
Agreement	Preamble
Amended Agreement	3.5
Amendment	3.5
Anniversary Dates	1.8(b)(vii)
Anniversary Payment Date	8.6
Anti-Corruption Requirements	2.24
Appraisal Rights Payments	8.1
Audited Financial Statements	2.7(a)
Background IP	2.14(e)
Basket	8.3(a)
Certificate of Merger	1.4
Change of Control Arrangements	6.4(d)
Claims Notice	8.5(b)
Closing	1.3
Closing Adjustment	1.7(a)(ii)
Closing Date	1.3
Closing Date Payees	1.8(b)(iii)
Closing Statement	1.8(a)(i)
Closing Working Capital Statement	1.7(b)(i)
COBRA	2.17(d)
Company	Preamble
Company Employee Plan	2.17
Company Employee Plans	2.17
Company Licensed-In Intellectual Property	2.14(a)
Company Registered Intellectual Property	2.14(a)
Company Source Code	2.14(p)
Company Stock Certificate	1.11(b)
Company Warrant	1.10(c)
Confirmation Period	1.8(a)(ii)
Continuing Employees	6.4(a)
Credit Agreement	3.5
Disclosure and Information Statement	4.5(b)
Disclosure Schedule	2
Disclosure Supplement	5.1
Dispute Notice	8.5(c)

Term	Section
Dispute Period	8.5(c)
Disputed Amounts	1.7(c)(iii)
Dissenting Shares	1.13(a)
Effective Time	1.4
Environmental Laws	2.21
Environmental Liabilities	2.21
Escrow Agent	8.6
Estimated Closing Working Capital	1.7(a)(i)
Estimated Closing Working Capital Statement	1.7(a)(i)
Excluded Intellectual Property In-Licenses	2.14(a)
Existing NDA	10.15
Expense Fund	10.16(c)
Final Order	8.5(e)
Financial Statements	2.7(a)
First Anniversary Date	1.8(b)(vi)
Hazardous Materials	2.21
Incorporated Open Source Code	2.14(q)
Indemnity Cap	8.3(a)
Indemnity Claims Escrow	8.6
Independent Accountants	1.7(c)(iii)
Insurance Policies	2.15
Interested Party	2.20(a)
IT Systems	2.14(n)
Lenders	3.5
Letter of Transmittal	1.11(b)
Major Customer	2.13(a)(i)
Major Supplier	2.13(a)(i)
Malicious Code	2.14(o)
Material Contract	2.13(a)
Merger	1.1
Merger Consideration	1.6(b)
Merger Sub	Preamble
Most Recent Balance Sheet	2.7(a)
Necessary Stockholder Vote under the DGCL and Company Charter	2.2(b)
Negotiation Period	8.5(d)
Parachute Payment	6.4(e)
Parent	Preamble
Parent Plan	6.4(b)
Payments Administrator	1.11(a)
Payments Administrator Agreement	1.11(a)
Permits	2.16(a)
PIIA	2.13(a)(v)

Term	Section
Post-Closing Adjustment	1.7(b)(ii)
Pre-Closing Period	4.1
Real Property	2.10(a)
Representative Losses	10.16(b)
Resolution Period	1.7(c)(ii)
Review Period	1.7(c)(i)
Rights Agreements	2.4(d)
Second Anniversary Date	1.8(b)(vii)
Statement of Objections	1.7(c)(ii)
Stockholder Dissent Notice	4.5(b)
Stockholder Written Consent	4.5(a)
Surviving Corporation	1.1
Tax Contest	5.4(d)
Third Party Claim	8.5(f)
Transfer Taxes	5.4(b)
Unaudited Financial Statements	2.7(a)
Undisputed Amounts	1.7(c)(iii)

List:

The following Exhibits/Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K:

Exhibit B - Certificate of Merger

Exhibit C - Certificate of Incorporation of the Surviving Corporation Immediately After the Effective Time

Exhibit D - Bylaws of the Surviving Corporation Immediately After the Effective Time

Exhibit E - Directors and Officers of the Surviving Corporation Immediately After the Effective Time

Exhibit F - Closing Date Payees

Exhibit G - Amendment to Certificate of Incorporation to Cause Payout to be as Set Forth in the Agreement

Exhibit H - Letter of Transmittal

Exhibit I - Form of Escrow Agreement

Exhibit J - Principles for Calculation of the Closing Working Capital

Exhibit K - Payout Spreadsheet Trial Run

Schedule A - Retention Bonus Agreements

Schedule 4.2 - Exceptions to Section 4.2 Covenants

Web.Com Group undertakes to furnish supplemental copies of any of the omitted schedules upon request by the Securities and Exchange Commission.

Exhibit 10.1

AMENDMENT TO CREDIT AGREEMENT

AMENDMENT, dated as of February 11, 2016 (this "Amendment"), to the Credit Agreement, dated as of September 9, 2014 (the "Existing Credit Agreement"), among WEB.COM GROUP, INC. (the "Borrower"), the several lenders from time to time parties thereto (the "Lenders"), JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") and the other agents parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Existing Credit Agreement, the Lenders have agreed to make, and have made, certain loans and other extensions of credit to the Borrower;

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of February 11, 2016, by and among the Borrower, Barton Creek Web.com LLC, Yodle, Inc. (the "Target") and Shareholder Representative Services LLC, the Borrower intends to directly or indirectly acquire (the "Acquisition") all of the outstanding capital stock of the Target;

WHEREAS, the Borrower has requested (i) in connection with the Acquisition, to borrow an additional $200 million of term loans, (ii) to extend the maturity of the facilities outstanding under the Existing Credit Agreement, (iii) to make certain other changes to the Existing Credit Agreement and (iv) in connection with the foregoing, that the Existing Credit Agreement be amended in the form attached hereto as Annex I (the "Amended Credit Agreement");

WHEREAS, the term loans outstanding under the Existing Credit Agreement immediately prior to the Amendment No. 1 Effective Date (as defined below) (the "Existing Term Loans") will be replaced and refinanced on the Amendment No. 1 Effective Date by the term loans under the Amended Credit Agreement (the "New Term Loans");

WHEREAS, each Existing Term Lender that executes and delivers a signature page to this Agreement (a "Continuing Term Lender") agrees (i) to convert the outstanding principal amount of its Existing Term Loans to New Term Loans on the Amendment No. 1 Effective Date and (ii) to fund New Term Loans on the Amendment No. 1 Effective Date in an aggregate principal amount equal to its Funding Term Commitment;

WHEREAS, each Person (other than an Existing Term Lender) that executes and delivers a signature page to this Agreement and has a Funding Term Commitment (each, a "New Term Lender") agrees to fund New Term Loans on the Amendment No. 1 Effective Date in an aggregate principal amount equal to its Funding Term Commitment; and

WHEREAS, the Borrower, the Continuing Term Lenders, the New Term Lenders and the other Lenders party hereto are willing to agree to this Amendment on the terms set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Amended Credit Agreement and used herein shall have the meanings given to them in the Amended Credit Agreement.

SECTION 2. Lenders. (a) Subject to the terms and conditions set forth herein, each Continuing Term Lender agrees (i) to convert the outstanding principal amount of its Existing Term Loans to New Term Loans on the Amendment No. 1 Effective Date, (ii) to fund New Term Loans on the Amendment No. 1 Effective Date in an aggregate principal amount equal to its Funding Term Commitment and (iii) to the terms of the Amended Credit Agreement.

(b) Subject to the terms and conditions hereof, each New Term Lender agrees (i) to fund New Term Loans on the Amendment No. 1 Effective Date in an aggregate principal amount equal to its Funding Term Commitment and (ii) to the terms of the Amended Credit Agreement.

(c) Subject to the terms and conditions hereof, each Person that executes and delivers a signature page to this Agreement and has a Revolving Commitment under the Amended Credit Agreement as of the Amendment No. 1 Effective Date agrees to the terms of the Amended Credit Agreement.

(d) Each Lender hereby agrees that notwithstanding anything herein or in the Credit Agreement, the Amended Credit Agreement or the other Loan Documents to the contrary, each Lender acknowledges that no occurrence of any Default or Event of Default, exercise of any remedy in connection therewith or any other action taken by the Lenders under the Existing Credit Agreement prior to the effectiveness of the Amended Credit Agreement shall reduce, terminate or otherwise impair its obligations to make the Acquisition-Related Extensions of Credit on the Amendment No. 1 Effective Date.

SECTION 3. New Term Lenders. Each New Term Lender (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to consummate the transactions

contemplated hereby and to become a Lender under the Amended Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Amended Credit Agreement that are required to be satisfied by it in order to become a Lender thereunder, (iii) from and after the Amendment No. 1 Effective Date, it shall be bound by the provisions of the Amended Credit Agreement as a Lender thereunder and shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Amended Credit Agreement, together with copies of the financial statements delivered pursuant to Sections 5.2(e) and (f) thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment and to become a Lender under the Amended Credit Agreement on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender under the Amended Credit Agreement and (v) if it is a Non-U.S. Lender, it has provided to the Administrative Agent any documentation required to be delivered by it pursuant to the terms of the Amended Credit Agreement, duly completed and executed by the New Term Lender; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender under the Amended Credit Agreement.

SECTION 4. Amendment to Credit Agreement. As of the Amendment No. 1 Effective Date (as defined below), (i) the Existing Credit Agreement shall be amended and restated in its entirety in the form of the Amended Credit Agreement set forth on Annex I hereto, (ii) the Schedules to the Existing Credit Agreement shall be amended and restated in their entirety in the form set forth on Annex I hereto and (iii) Exhibit H-1 and Exhibit H-2 to the Existing Credit Agreement shall be amended and restated in the form set forth on Annex II hereto. The Exhibits to the Existing Credit Agreement other than Exhibit H-1 and Exhibit H-2 shall not be amended as of the Amendment No. 1 Effective Date and shall continue as the Exhibits referenced in the Amended Credit Agreement.

SECTION 5. Representations and Warranties. The Borrower represents and warrants to each of the Lenders party to this Amendment, the New Term Lenders and the Administrative Agent that as of the Amendment No. 1 Effective Date this Amendment has been duly authorized, executed and delivered by it and that each of this Amendment and the Amended Credit Agreement constitutes its valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 6. Acquisition Representations and and Warranties. The Borrower represents and warrants to each of the Lenders party to this Amendment, the New Term Lenders and the Administrative Agent that as of the Amendment No. 1 Effective Date (a) the Acquisition Agreement Representations shall be true and correct and (b) the Specified Representations shall be true and correct in all material respects (or in all respects if qualified by materiality).

SECTION 7. Effectiveness. Section 4 of this Amendment and the obligations of each Lender under the Amended Credit Agreement will become effective on the first date (the "Amendment No. 1 Effective Date") on which the conditions set forth in Section 5.2 of the Amended Credit Agreement have been satisfied.

SECTION 8. Reaffirmation. Each Loan Party hereby:

(a) acknowledges its receipt of a copy of this Amendment and the Amended Credit Agreement and its review of the terms and conditions thereof and consents to the terms and conditions of this Amendment and the Amended Credit Agreement and the transactions contemplated thereby, including the extension of credit to the Borrower in the form of the New Term Loans;

(b) agrees that, notwithstanding the effectiveness of this Amendment and the Amended Credit Agreement and the consummation of the transactions contemplated thereby, (i) each Security Document to which it is a party shall continue to be in full force and effect and (ii) all guarantees, pledges, grants and other commitments thereunder shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties, including the holders of the New Term Loans; and

(c) confirms that neither the amendment and restatement of the Existing Credit Agreement effected pursuant to this Amendment nor the execution, delivery, performance or effectiveness of this Amendment and the Amended Credit Agreement (i) impairs the validity, effectiveness or priority of the Liens granted pursuant to any Security Document, and such Liens continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred or (ii) requires that any new filings be made or other action taken to perfect or to maintain the perfection of such Liens.

SECTION 9. Effect of Amendment.

9.1. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Existing Credit Agreement, the Amended Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Amended Credit Agreement or any other provision of the Amended Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and affect. Nothing herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Amended Credit

Agreement or any other Loan Document in similar or different circumstances. Nothing in this Amendment shall be deemed to be a novation of any obligations under the Existing Credit Agreement or any other Loan Document.

9.2. On and after the Amendment No. 1 Effective Date, each reference in the Amended Credit Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import, and each reference to the Credit Agreement in any other Loan Document shall be deemed a reference to the Amended Credit Agreement (as further amended, restated, supplemented or modified from time to time). This Amendment shall constitute a "Loan Document" for all purposes of the Amended Credit Agreement and the other Loan Documents.

SECTION 10. General.

10.1. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

10.2. Costs and Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Amendment, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent.

10.3. Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

10.4. Amendments. This Amendment may be amended, modified or supplemented only by a writing signed by the Borrower, the Lenders party hereto and the New Term Lenders.

10.5. Headings. The headings of this Amendment are used for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

WEB.COM GROUP, INC., as Borrower

By: /s/ David L. Brown
Name: David L. Brown
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: /s/ Tina Ruyter
Name: Tina Ruyter
Title: Executive Director

BANK OF AMERICA, N.A.

By: /s/Thomas M. Paulk
Name: Thomas M. Paulk
Title: Senior Vice President

ırclays Bank PLC

By: /s/ Marguerite Sutton
Name: Marguerite Sutton
Title: Vice President

Compass Bank (d/b/a BBVA Compass)

By: /s/Jason Goetz
Name: Jason Goetz
Title: Senior Vice President

DEUTSCHE BANK AG NEW YORK BRANCH, as Lender

By: /s/Anca Trifan
Name: Anca Trifan
Title: Managing Director

By: /s/ Marcus M. Tarkington
Name: Marcus M. Tarkington
Title: Director

Fifth Third Bank

By: /s/ David A. Austin
Name: David A. Austin
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Tina Ruyter
Name: Tina Ruyter
Title: Executive Director

REGIONS Bank, as Co-Documentation Agent and as a Lender

By: /s/Kyle Husted
Name: Kyle Husted
Title: Vice President

ROYAL BANK OF CANADA, AS Co-Documentation Agent and as a Lender

By: /s/ Sheldon Pinto
Name: Sheldon Pinto
Title: Authorized Signatory

SunTrust Bank

/: /s/Shannon Offen
Name: Shannon Offen
Title: Director

Wells Fargo Bank

By: /s/Teddy Koch
Name: Teddy Koch
Title: Vice President

[●]

By: -
Name:
Title:

Annex I

CREDIT AGREEMENT

dated as of September 9, 2014,

as amended by Amendment No. 1 dated as of February 11, 2016

among

WEB.COM GROUP, INC.,

as Borrower,

The Several Lenders from Time to Time Parties Hereto,

JPMORGAN CHASE BANK, N.A.,
SUNTRUST BANK
and
BANK OF AMERICA, N.A.,

as Co-Syndication Agents,

REGIONS BANK,
FIFTH THIRD BANK,
BARCLAYS BANK PLC,
WELLS FARGO BANK, NATIONAL ASSOCIATION,
ROYAL BANK OF CANADA,
DEUTSCHE BANK SECURITIES INC.
and
COMPASS BANK

as Co-Documentation Agents

and

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

JPMORGAN CHASE BANK, N.A.,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
and
SUNTRUST ROBINSON HUMPHREY, INC.,
as Joint Lead Arrangers

JPMORGAN CHASE BANK, N.A.,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,

SUNTRUST ROBINSON HUMPHREY, INC.,
REGIONS CAPITAL MARKETS,
FIFTH THIRD BANK,
BARCLAYS BANK PLC,WELLS FARGO SECURITIES, LLC,
and
COMPASS BANK,
as Joint Bookrunners

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SECTION 2. Lenders. (a) Subject to the terms and conditions set forth herein, each Continuing Term Lender agrees (i) to convert the outstanding principal amount of its Existing Term Loans to New Term Loans on the Amendment No. 1 Effective Date, (ii) to fund New Term Loans on the Amendment No. 1 Effective Date in an aggregate principal amount equal to its Funding Term Commitment and (iii) to the terms of the Amended Credit Agreement. 2

bject to the terms and conditions hereof, each New Term Lender agrees (i) to fund New Term Loans on the Amendment No. 1 Effective Date in an aggregate principal amount equal to its Funding Term Commitment and (ii) to the terms of the Amended Credit Agreement. 2

bject to the terms and conditions hereof, each Person that executes and delivers a signature page to this Agreement and has a Revolving Commitment under the Amended Credit Agreement as of the Amendment No. 1 Effective Date agrees to the terms of the Amended Credit Agreement. 2

SECTION 3. New Term Lenders. Each New Term Lender (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to consummate the transactions contemplated hereby and to become a Lender under the Amended Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Amended Credit Agreement that are required to be satisfied by it in order to become a Lender thereunder, (iii) from and after the Amendment No. 1 Effective Date, it shall be bound by the provisions of the Amended Credit Agreement as a Lender thereunder and shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Amended Credit Agreement, together with copies of the financial statements delivered pursuant to Sections 5.2(e) and (f) thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment and to become a Lender under the Amended Credit Agreement on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender under the Amended Credit Agreement and (v) if it is a Non-U.S. Lender, it has provided to the Administrative Agent any documentation required to be delivered by it pursuant to the terms of the Amended Credit Agreement, duly completed and executed by the New Term Lender; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender under the Amended Credit Agreement. 2

SECTION 4. Amendment to Credit Agreement. As of the Amendment No. 1 Effective Date (as defined below), (i) the Existing Credit Agreement shall be amended and restated in its entirety in the form of the Amended Credit Agreement set forth on Annex I hereto, (ii) the Schedules to the Existing Credit Agreement shall be amended and restated in their entirety in the form set forth on Annex I hereto and (iii) Exhibit H-1 and Exhibit H-2 to the Existing Credit Agreement shall be amended and restated in the form set forth on Annex II hereto. The Exhibits to the Existing Credit Agreement other than Exhibit H-1 and Exhibit H-2 shall not be amended as of the Amendment No. 1 Effective Date and shall continue as the Exhibits referenced in the Amended Credit Agreement. 2

SECTION 6. Acquisition Representations and and Warranties. The Borrower represents and warrants to each of the Lenders party to this Amendment, the New Term Lenders and the Administrative Agent that as of the Amendment No. 1 Effective Date (a) the Acquisition Agreement Representations shall be true and correct and (b) the Specified Representations shall be true and correct in all material respects (or in all respects if qualified by materiality). 3

(a) acknowledges its receipt of a copy of this Amendment and the Amended Credit Agreement and its review of the terms and conditions thereof and consents to the terms and conditions of this Amendment and the Amended Credit Agreement and the transactions contemplated thereby, including the extension of credit to the Borrower in the form

of the New Term Loans; 3

(b) agrees that, notwithstanding the effectiveness of this Amendment and the Amended Credit Agreement and the consummation of the transactions contemplated thereby, (i) each Security Document to which it is a party shall continue to be in full force and effect and (ii) all guarantees, pledges, grants and other commitments thereunder shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties, including the holders of the New Term Loans; and 3

(c) confirms that neither the amendment and restatement of the Existing Credit Agreement effected pursuant to this Amendment nor the execution, delivery, performance or effectiveness of this Amendment and the Amended Credit Agreement (i) impairs the validity, effectiveness or priority of the Liens granted pursuant to any Security Document, and such Liens continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred or (ii) requires that any new filings be made or other action taken to perfect or to maintain the perfection of such Liens. 3

SCHEDULES:

1.1A Commitments
1.1B Existing Letters of Credit
1.1C Rollover Letters of Credit
1.1D Disqualified Lenders
3.1 Subsidiaries
4.15 Subsidiaries
4.19 UCC Filing Jurisdictions; Intellectual Property Filings
7.2(g) Existing Indebtedness
7.3(f) Existing Liens
7.7(n) Existing Investments

EXHIBITS:

A Form of Guarantee and Collateral Agreement
B Form of Compliance Certificate
C-1 Form of Closing Certificate for Borrower
C-2 Form of Closing Certificate for Loan Parties
D Form of Assignment and Assumption
E-1 Form of U.S. Tax Certificate
E-2 Form of U.S. Tax Certificate
E-3 Form of U.S. Tax Certificate
E-4 Form of U.S. Tax Certificate
F Form of Borrowing Notice
G Form of Loan Conversion and Continuation Notice
H-1 Form of Term Loan Note
H-2 Form of Revolving Loan Note
I Form of Discounted Prepayment Option Notice
J Form of Lender Participation Notice
K Form of Discounted Voluntary Prepayment Notice

CREDIT AGREEMENT, dated as of September 9, 2014 (as amended by Amendment No. 1, dated as of February 11, 2016, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), among WEB.COM GROUP, INC., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), JPMORGAN CHASE BANK, N.A., BANK OF AMERICA, N.A. and SUNTRUST BANK, as syndication agents (in such capacity, the "Co-Syndication Agents"), REGIONS BANK, FIFTH THIRD BANK, BARCLAYS BANK PLC, WELLS FARGO BANK, NATIONAL ASSOCIATION, ROYAL BANK OF CANADA, DEUTSCHE BANK SECURITIES INC. and COMPASS BANK, as documentation agents (in such capacity, the "Co-Documentation Agents"), and JPMORGAN CHASE BANK, N.A., as administrative agent.

WITNESSETH

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1. Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings

set forth in this Section 1.1.

"ABR": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus ½ of 1% and (c) the Eurodollar Rate that would be calculated as of such day (or, if such day is not a Business Day, as of the next preceding Business Day) in respect of a proposed Eurodollar Loan with a one-month Interest Period plus 1.0% (provided, that for the avoidance of doubt, (x) the Eurodollar Rate for any day shall be based on the rate appearing on the Libor Reuters Screen LIBOR01 Page (or on any successor or substitute page of such page) at approximately 11:00 a.m. London time on such day and (y) if the Eurodollar Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement). Any change in the ABR due to a change in the Prime Rate, the Federal Funds Rate or such Eurodollar Rate shall be effective as of the opening of business on the day of such change in the Prime Rate, the Federal Funds Rate or such Eurodollar Rate, respectively.

"ABR Loans": Loans the rate of interest applicable to which is based upon the ABR.

"Acceptable Discount": as defined in Section 2.26(c).

"Acceptance Date": as defined in Section 2.26(b).

"Acquisition": the acquisition of the Target by the Borrower pursuant to the Acquisition Agreement.

"Acquisition Agreement": Agreement and Plan of Merger, by and among the Borrower, Merger Sub and the Target, dated as of February 11, 2016.

"Acquisition Agreement Representations": such of the representations and warranties made by the Target in the Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that (i) the accuracy of any such representation is a condition to the obligations of the Borrower (or an Affiliate thereof) to close under the Acquisition Agreement or (ii) the Borrower (or an Affiliate thereof) has the right to terminate its obligations under the Acquisition Agreement, or to otherwise not consummate the Acquisition, as a result of a breach of such representations and warranties.

"Acquisition-Related Deferred Payments": deferred payment obligations or similar obligations in respect of the Acquisition under the Acquisition Agreement in an aggregate amount not to exceed $42,000,000.

"Acquisition-Related Extensions of Credit": collectively, (a) the Term Loans to be funded on the Amendment No. 1 Effective Date pursuant to the Lenders' Funding Term Loan Commitments and (b) the Revolving Loans to be funded on the Amendment No. 1 Effective Date and used to pay a portion of the consideration in respect of the Acquisition and to pay fees and expenses in connection with the Amendment No. 1 Transactions; provided that the Acquisition-Related Extensions of Credit pursuant to this clause (b) shall not exceed $110,000,000.

"Additional Lender": as defined in Section 2.24(b).

"Adjustment Date": as defined in the Applicable Pricing Grid.

"Administrative Agent": JPMorgan Chase Bank, N.A., together with its affiliates, as the arranger of the Commitments and as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of determining the Affiliates of the Borrower, "control" of a Person means the power, directly or indirectly, either to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Agent Indemnitee": as defined in Section 9.7.

"Agents": the collective reference to the Co-Syndication Agents, the Co-Documentation Agents and the Administrative Agent.

"Aggregate Exposure Percentage": with respect to any Lender, the percentage of the total Commitments represented by such Lender's Commitment; provided, that in the case of Section 2.23 when a Defaulting Lender shall exist, "Aggregate Exposure Percentage" shall mean the percentage of the total Commitments (disregarding any Defaulting Lender's Commitment) represented by such Lender's Commitment. If the Commitments have terminated or expired, the Aggregate Exposure 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.

"Agreement": as defined in the preamble hereto.

"Amendment No. 1": Amendment No. 1 to this Agreement, dated as of February 11, 2016, by and among the Borrower, the Guarantors, the Administrative Agent and the Lenders party thereto.

"Amendment No. 1 Effective Date": as defined in Amendment No. 1.

"Amendment No. 1 Transactions": collectively (i) the entering into of Amendment No. 1 and the borrowing of Term Loans hereunder and (ii) the consummation of the Acquisition.

"Amendment Signing Date": the date on which Amendment No. 1 is executed by the parties thereto, which date is February 11, 2016.

"Anti-Corruption Laws": the United States Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010 and all other laws, rules, and regulations of any jurisdiction applicable to the Borrower and the Subsidiaries concerning or relating to bribery or corruption.

"Anti-Terrorism Law": any Requirement of Law relating to money laundering or financing terrorism, including the USA Patriot Act, the Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act of 1970", 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), the Trading With the Enemy Act of 1917 (50 U.S.C. §1 et seq.) and Executive Order 13224 (effective September 24, 2001).

"Applicable Discount": as defined in Section 2.26(c).

"Applicable Margin": for each Type of Loan, the rate per annum set forth under the relevant column heading below:

	Eurodollar Loans	ABR Loans
Revolving Loans and Term Loans	3.00%	2.00%

; provided, that on and after the first Adjustment Date occurring after the completion of the first full fiscal quarter of the Borrower after the Amendment No. 1 Effective Date, the Applicable Margin with respect to Revolving Loans and Term Loans will be determined pursuant to the Applicable Pricing Grid.

"Applicable Pricing Grid": with respect to the Revolving Loans, Term Loans and the Commitment Fee Rate, the table set forth below:

Consolidated First Lien Net Leverage Ratio	Applicable Margin for Eurodollar Loans (Revolving Loans and Term Loans)	Applicable Margin for ABR Loans (Revolving Loans and Term Loans)	Commitment Fee Rate
Greater than 2.75:1.00	3.00%	2.00%	0.45%
Less than or equal to 2.75:1.00 but greater than 2.25:1.00	2.50%	1.50%	0.45%
Less than or equal to 2.25:1.00 but greater than 1.75:1.00	2.25%	1.25%	0.40%
Less than or equal to 1.75:1.00 but greater than 1.50:1.00	1.75%	0.75%	0.35%
Less than or equal to 1.50:1.00	1.50%	0.50%	0.30%

For the purposes of the Applicable Pricing Grid, changes in the Applicable Margin and the Commitment Fee Rate resulting from changes in the Consolidated First Lien Net 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 6.1 and shall remain in effect until the next change to be effected pursuant to this paragraph. If any financial statements referred to above are not delivered within the time periods specified in Section 6.1, 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 table set forth above shall apply. In addition, at all times while an Event of Default under Section 8.1(a) or (f) shall have occurred and be continuing, the highest rate set forth in each column of the table set forth above shall apply. Each determination of the Consolidated First Lien Net Leverage Ratio for purposes of the Applicable Pricing Grid shall be made in a manner consistent with the determination thereof pursuant to Section 7.1(a).

"Application": an application, in such form as the Issuing Lender may specify from time to time, requesting the Issuing Lender to open a Letter of Credit.

"Approved Fund": as defined in Section 10.6(b).

"Asset Sale": any Disposition of property or series of related Dispositions of property (excluding any such Disposition permitted by clause (a), (b), (c), (d), (e), (f), (g) or (h) of Section 7.5) that yields gross proceeds to the Borrower or any of its Restricted Subsidiaries (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of $1,000,000.

"Assignee": as defined in Section 10.6(b).

"Assignment and Assumption": an Assignment and Assumption, substantially in the form of Exhibit D.

"Available Amount": as of any date of determination, an amount equal to the sum of:

(a) $75,000,000;

plus

(b) the sum of (without duplication):

(i) 50% of the cumulative amount of the Excess Cash Flow generated after the Amendment No. 1 Effective Date, added to such amount on the date on which financial statements are delivered under Section 6.1(a) or (b); provided that the cumulative amount pursuant to this clause (i) shall in no event be less than zero;

(ii) the Net Cash Proceeds received after the Amendment No. 1 Effective Date and on or prior to such date from any issuance of Capital Stock by the Borrower (other than any such issuance to a Group Member), but excluding any issuance of Disqualified Stock;

(iii) [reserved];

(iv) the aggregate amount received after the Amendment No. 1 Effective Date and on or prior to such date by the Borrower or any Restricted Subsidiary in cash from any dividend or other distribution by an Unrestricted Subsidiary;

(v) the net cash proceeds received after the Amendment No. 1 Effective Date and on or prior to such date by the Borrower or any Restricted Subsidiary from the issuance of convertible or exchangeable debt securities that have been converted into or exchanged for Capital Stock of a Group Member (other than Disqualified Stock);

(vi) the aggregate amount received in cash or Cash Equivalents after the Amendment No. 1 Effective Date and on or prior to such date by the Borrower or any Restricted Subsidiary in connection with the sale, transfer or other disposition of its ownership interest in any then-existing joint venture that is not a Subsidiary or in any Unrestricted Subsidiary, in each case, such amount not to exceed, for purposes of the Available Amount, the amount of the Investment in such joint venture or Unrestricted Subsidiary (with the amount of such Investment being calculated in accordance with the last sentence of Section 7.7);

(vii) the aggregate amount received in cash or Cash Equivalents after the Amendment No. 1 Effective Date and on or prior to such date by the Borrower or any Restricted Subsidiary in connection with the sale, transfer or other disposition to a Person (other than a Group Member) of any Investment made in reliance on Section 7.7(m) and repurchases and redemptions (other than by a Group Member) of such Investments from the Borrower or its Restricted Subsidiaries and repayments of loans or advances (other than by a Group Member) that constitute Investments made in reliance on Section 7.7(m); provided that such amount shall not, for purposes of the Available Amount, exceed the amount of such initial Investment made in reliance on Section 7.7(m); and

(viii) the amount equal to the net reduction in Investments made by the Borrower or any Restricted Subsidiaries after the Amendment No. 1 Effective Date in any Person resulting from the redesignation of Unrestricted Subsidiaries as Restricted Subsidiaries or the merger or consolidation of an Unrestricted Subsidiary with and into the Borrower or any of its Restricted Subsidiaries not to exceed the amount of Investments previously made by the Borrower or any Restricted Subsidiary in such Unrestricted Subsidiary (with the amount of such Investments being calculated in accordance with the last sentence of Section 7.7);

minus

(c) the amount of any Investments made in reliance on Section 7.7(m) prior to such date, the amount of cash consideration paid prior to such date in reliance on the Available Amount pursuant to Section 7.7(h)(iii) in respect of Persons that do not, upon the acquisition thereof, become Subsidiary Guarantors or assets that are not acquired by Loan Parties, any Restricted Payments made in reliance on Section 7.6(f) prior to such date and any prepayments of Indebtedness made in reliance on Section 7.8(a)(vi) prior to such date.

"Available Revolving Commitment": as to any Revolving Lender at any time, an amount equal to the excess, if any, of (a) such Lender's Revolving Commitment then in effect over (b) such Lender's Revolving Extensions of Credit then outstanding.

"Bail-In Action": 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": 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.

"Bankruptcy Event": with respect to any Lender or any Person that directly or indirectly controls such Lender (each, a "Distressed Person"), as the case may be, a voluntary or involuntary case with respect to such Distressed Person under any debt relief law, or a custodian, conservator, receiver or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person's assets, or such Distressed Person or any person that directly or indirectly controls such Distressed Person is subject to a forced liquidation, or such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any governmental authority having regulatory authority over such Distressed Person or its assets to be, insolvent or bankrupt; provided that a Bankruptcy Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any equity interests in any Lender or any person that directly or indirectly controls such Lender by a governmental authority or an instrumentality thereof.

"Benefitted Lender": as defined in Section 10.7(a).

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors": with respect to any Person, (i) in the case of any corporation, the board of directors of such Person (or any committee or subcommittee thereof), (ii) in the case of any limited liability company, the board of managers (or any committee or subcommittee thereof) or managing member of such Person, (iii) in the case of any partnership, the board of directors of the general partner of such Person and (iv) in any other case, the functional equivalent of the foregoing.

"Borrower": as defined in the preamble hereto.

"Borrowing Date": any Business Day specified by the Borrower as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

"Business Day": a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close; provided, that with respect to notices and determinations in connection with, and payments of principal and interest on, Eurodollar Loans, such day is also a day for trading by and between banks in Dollar deposits in the interbank eurodollar market.

"Capital Expenditures": for any period, with respect to any Person, the aggregate of all expenditures by such Person and its Subsidiaries for the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets or additions to equipment (including replacements, capitalized repairs and improvements during such period) that should be capitalized under GAAP on a consolidated balance sheet of such Person and its Subsidiaries.

"Capital Lease Obligations": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Capital Stock": with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) of capital stock of such Person (in the case of a corporation), any and all equivalent ownership interests in such Person (in the case of a Person that is not a corporation), any and all warrants, rights or options to purchase any of the foregoing and any and all securities convertible into or exchangeable for shares of the foregoing (but excluding, for the avoidance of doubt, Indebtedness convertible into or exchangeable for shares of the foregoing), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Captive Insurance Subsidiary": any Subsidiary that is subject to regulation as an insurance company (or any Subsidiary thereof).

"Cash Equivalents": (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of one year or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor's Ratings Services ("S&P") or P-1 by Moody's Investors Service, Inc. ("Moody's"), or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within 270 days from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of

the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A2 by Moody's; (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) money market mutual or similar funds that invest exclusively in assets satisfying the requirements of clauses (a) through (f) of this definition; or (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended from time to time, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000.

"Change in Control": (a)(i) 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 Amendment Signing Date), other than any combination consisting solely of the Permitted Investors, of shares representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Capital Stock of the Borrower on a fully diluted basis and (ii) the Permitted Investors shall own, directly or indirectly, beneficially or of record, less than such Person or "group" on a fully diluted basis; (b) the Permitted Investors (or any "group" (within the meaning of the Exchange Act and the rules of the SEC thereunder as in effect on the Amendment Signing Date) which includes one or more Permitted Investors) shall acquire or hold, directly or indirectly, beneficially or of record, shares representing more than 70% of the issued and outstanding Capital Stock of the Borrower on a fully diluted basis; (c) the common stock of the Borrower shall cease to be listed and traded on a nationally recognized stock exchange as a result of, or in connection with, any increase in the percentage of the issued and outstanding Capital Stock of the Borrower owned or held by the Permitted Investors (or any "group" (within the meaning of the Exchange Act and the rules of the SEC thereunder as in effect on the Amendment Signing Date) which includes one or more Permitted Investors); or (d) during any period of two consecutive fiscal years, a majority of the seats (other than vacant seats) on the Board of Directors of the Borrower shall cease to be occupied by individuals (i) who were members of such Board of Directors on the first day of such period, (ii) whose nomination or election to such Board of Directors was approved by individuals referred to in clause (i) above constituting at the time of such nomination or election at least a majority of such Board of Directors or (iii) whose nomination or election to such Board of Directors was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such nomination or election at least a majority of such Board of Directors.

"Class": when used in reference to (a) any Loan, refers to whether such Loan is a Revolving Loan or Term Loan, (b) any Commitment, refers to whether such Commitment is a Revolving Commitment or Term Commitment and (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments. Additional Classes may be added pursuant to Section 2.24 and Section 10.1.

"Closing Date": the date on which the conditions precedent set forth in Section 5.1 were satisfied, which date was September 9, 2014.

"Closing Date Transactions": the entering into of the Loan Documents on the Closing Date and the initial borrowings hereunder on the Closing Date and the payments of fees, commissions and expenses in connection with each of the foregoing.

"Co-Documentation Agents": as defined in the preamble hereto.

"Co-Syndication Agents": as defined in the preamble hereto.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": all property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

"Commitment": as to any Lender, the sum of the Term Commitment and the Revolving Commitment of such Lender.

"Commitment Fee Rate": 0.45% per annum; provided, that on and after the first Adjustment Date occurring after the completion of the first full fiscal quarter of the Borrower after the Amendment No. 1 Effective Date, the Commitment Fee Rate will be determined pursuant to the Applicable Pricing Grid.

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

"Competitor": on any date, (a) any Person designated by the Borrower as a "Competitor" by written notice delivered to the Administrative Agent on or prior to the Amendment Signing Date; provided that (i) no Existing Lender may be designated as a "Competitor" and (ii) the list of such Persons shall be posted by the Administrative Agent to an Internet or intranet website to which the Lenders have access and (b) any other Person that competes with the Borrower and its Subsidiaries in a principal line of business of the Borrower and its Subsidiaries, considered as a whole, and any Affiliate of any such Person (other than an Affiliate that is a bona fide diversified debt fund or investment vehicle), which Person or Affiliate has been designated by the Borrower as a "Competitor" by written notice to the Administrative Agent and the Lenders (including by posting such notice to an Internet or intranet website to which the Administrative Agent and the Lenders have access) not less than 3 Business Days prior to such date; provided that "Competitors" shall exclude any Person that the Borrower has designated as no longer being a "Competitor" by written notice delivered to the Administrative Agent from time to time.

"Competitor Affiliate": any Person that is an Affiliate of a Competitor and is clearly identifiable as such based solely on the similarity of its name; provided that a Competitor Affiliate shall not include any Person that is a bona fide diversified debt fund or investment vehicle.

"Compliance Certificate": a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

"Conduit Lender": any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender pursuant to an Assignment and Assumption; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender; provided further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.18, 2.19, 2.20 or 10.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment.

"Consolidated Cash Interest Expense" for any period, the excess of (a) the sum, without duplication, of (i) the interest expense (including imputed interest expense in respect of Capital Lease Obligations) of the Borrower and the consolidated Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP, (ii) any interest or other financing costs becoming payable during such period in respect of Indebtedness of the Borrower or the consolidated Subsidiaries to the extent such interest or other financing costs shall have been capitalized rather than included in consolidated interest expense for such period in accordance with GAAP and (iii) any cash payments made during such period in respect of obligations referred to in clause (b)(ii) below that were amortized or accrued in a previous period, minus (b) to the extent included in such consolidated interest expense for such period, the sum of (i) noncash amounts attributable to amortization or write-off of capitalized interest or other financing costs paid in a previous period, (ii) noncash amounts attributable to amortization of debt discounts or accrued interest payable in kind for such period and (iii) any other non-cash amounts that would otherwise be included in the determination of Consolidated Cash Interest Expense for such period (but only to the extent that such amount is not required to be paid in cash in any subsequent period). Notwithstanding anything to the contrary contained herein, for purposes of determining the Consolidated Interest Coverage for the periods ending on March 31, 2016, June 30, 2016 and September 30, 2016, Consolidated Cash Interest Expense for the relevant period shall be deemed to equal Consolidated Cash Interest Expense for the fiscal quarter ending on such date (and, in the case of the latter two such determinations, for such fiscal quarter and each previous fiscal quarter ending after the Amendment No. 1 Effective Date) multiplied by 4, 2 and 4/3, respectively.

"Consolidated Current Assets": at any date, all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries at such date.

"Consolidated Current Liabilities": at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries at such date, but excluding (a) the current portion of any Funded Debt of the Borrower and its Restricted Subsidiaries and (b) without duplication of clause (a) above, all Indebtedness consisting of Revolving Loans to the extent otherwise included therein.

"Consolidated EBITDA": for any period, Consolidated Net Income for such period plus, without duplication and (except with respect to clauses (g) and (h)) to the extent reflected as a charge in the statement of such Consolidated Net Income for such period, the sum of (a) provision for taxes based on income (or similar taxes in lieu of income taxes), profits or capital (or equivalents), including federal, foreign, state, local, franchise, excise and similar taxes and foreign withholding taxes of such Person paid or accrued during such period (including penalties and interest related to taxes or arising from tax examinations), (b) interest expense and, to the extent not reflected in interest expense, (i) any net losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, (ii) amortization or writeoff of debt discount, debt issuance costs, commissions and discounts, (iii) costs of surety bonds obtained in connection with financing activities and (iv) other fees and charges associated with Indebtedness, (c) depreciation and amortization expense, impairment charges (including amortization of intangible assets (including goodwill) and deferred financing fees), organization costs and amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits, (d) extraordinary losses reducing Consolidated Net Income during any such period, (e) cost-savings, operating expense reductions and synergies projected by the Borrower in good faith to be realized as a result of mergers and other business combinations, Permitted Acquisitions, divestitures, cost savings initiatives and other similar initiatives consummated after the Closing Date, in each case permitted by this Agreement (collectively, "Initiatives") (calculated on a pro forma basis as though such cost savings, operating expense reductions and synergies had been realized on the first day of the relevant Reference Period (it being understood that cost savings, operating expense reductions and synergies applicable to a fiscal quarter shall be added back for such fiscal quarter)), net of the amount of actual benefits realized in respect thereof; provided that such cost-savings, operating expense reductions and synergies are reasonably expected within 12 months of the applicable Initiative and factually supportable in the good faith determination of the Borrower; provided further that, with respect to any Reference Period, the aggregate amount added in the calculation of Consolidated EBITDA for such Reference Period pursuant to clauses (e) and (f) shall not exceed 20% of Consolidated EBITDA (calculated prior to giving effect to any add-backs pursuant to clauses (e) and (f)), (f) unusual and non-recurring cash expenses recognized for restructuring costs, including but not limited to severance costs, relocation costs and litigation expenses, in connection with the Acquisition or any Initiative, provided that the

aggregate amount of restructuring costs added in the calculation of Consolidated EBITDA pursuant to this clause (f) (i) in respect of the Acquisition (x) shall not exceed $10,000,000 and (y) shall be incurred solely in the Reference Periods ending on or prior to June 30, 2017 and (ii) in respect of Initiatives (x) shall not exceed $10,000,000 in any Reference Period and (y) shall be incurred within 12 months of the applicable Initiative; provided further that, with respect to any Reference Period, the aggregate amount added in the calculation of Consolidated EBITDA for such Reference Period pursuant to clauses (e) and (f) shall not exceed 20% of Consolidated EBITDA (calculated prior to giving effect to any add-backs pursuant to clauses (e) and (f)), (g) the increase (if any) in the balance of the amount of deferred revenue as of the end of any such period over the balance of the amount of deferred revenue as of the end of the immediately prior period, (h) the decrease (if any) in the balance of prepaid registry fees as of the end of any such period below the balance of prepaid registry fees as of the end of the immediately prior period, (i) non-cash stock-based or other equity-based compensation expenses, (j) other non-cash expenses or losses reducing Consolidated Net Income during any such period (excluding any such losses or expenses that represent an accrual or reserve for a cash expenditure for a future period), (k) Transaction Expenses in an aggregate amount not to exceed $10,000,000 over the term of this Agreement (with such term commencing on the Amendment No. 1 Effective Date), (l) other non-recurring transactional costs, fees or expenses (whether or not the transaction is actually consummated) incurred or paid by any Group Member in connection with any incurrence, modification or repayment of Indebtedness (including any amendments or waivers of the Loan Documents), issuance of Capital Stock, mergers and other consolidations, Dispositions, Permitted Acquisitions or Investments by any Group Member, in each case permitted hereunder; provided that the aggregate amount added in the calculation of Consolidated EBITDA pursuant to this clause (l) shall not exceed $2,000,000 per transaction, (m) cash expenses relating to earn-outs and similar obligations; provided that such earn-out or similar obligation is in effect for no longer than two years from the closing date of the underlying transaction, (n) non-recurring charges, losses, lost profits, expenses or write-offs to the extent indemnified or insured by a third party and actually reimbursed by such third party, and (o) losses and expenses incurred in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items, provided that, with respect to any Reference Period, the aggregate amount of cash losses and expenses added in the calculation of Consolidated EBITDA for such Reference Period pursuant to this clause (o) shall not exceed $500,000,, minus, (a) to the extent included in the statement of such Consolidated Net Income for such period, the sum of (i) interest income, (ii) any extraordinary income or gains (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, non-cash gains on the sales of assets outside the ordinary course of business, but excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item in any prior period), (iii) income tax credits (to the extent not netted from income tax expense), (iv) any other non-cash income and (v) any gains in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items, provided that, with respect to any Reference Period, the aggregate amount of cash gains subtracted in the calculation of Consolidated EBITDA for such Reference Period pursuant to this clause (v) shall not exceed $500,000, (b) any cash payments made during such period in respect of items described in clause (j) above subsequent to the fiscal quarter in which the relevant non-cash expenses or losses were reflected in Consolidated Net Income to the extent such amounts were added back in any prior fiscal quarter, all as determined on a consolidated basis, (c) the decrease (if any) in the balance of the amount of deferred revenue as of the end of any such period below the balance of the amount of deferred revenue as of the end of the immediately prior period and (d) the increase (if any) in the balance of prepaid registry fees as of the end of any such period above the balance of prepaid registry fees as of the end of the immediately prior period. 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 Consolidated Leverage Ratio, (i) if at any time during such Reference Period the Borrower or any Subsidiary shall have made any 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 or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during such Reference Period the Borrower 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. As used in this definition, "Material Acquisition" means any Permitted Acquisition made pursuant to Section 7.7(h) that involves the payment of cash consideration by the Borrower and its Restricted Subsidiaries in excess of $25,000,000; and "Material Disposition" means any Disposition of property or series of related Dispositions of property to any Person that is not a Loan Party or a Restricted Subsidiary that yields Net Cash Proceeds to the Borrower or any of its Restricted Subsidiaries in excess of $10,000,000.

The financial results of Unrestricted Subsidiaries, joint ventures and variable interest entities shall be excluded in calculating "Consolidated EBITDA" except that Consolidated EBITDA for any period shall be increased by the amount of cash dividends paid by such Unrestricted Subsidiaries, joint ventures and variable interest entities to the Borrower or any of its Restricted Subsidiaries that are Wholly Owned Subsidiaries.

Notwithstanding anything to the contrary contained herein (but subject (other than with respect to the Acquisition) to the second to last sentence of the second preceding paragraph), for the purposes of determining Consolidated EBITDA under this Agreement for any period that includes any of the fiscal quarters ended March 31, 2015, June 30, 2015, September 30, 2015 and December 31, 2015, Consolidated EBITDA for such fiscal quarters shall be $48,156,000, $ 49,084,000, $44,118,000 and $46,937,000, respectively.

"Consolidated First Lien Debt": at any date, Consolidated Total Debt that is secured by a first priority Lien on any of the assets of the Borrower or any of its Restricted Subsidiaries.

"Consolidated First Lien Net Leverage Ratio": as of any date of determination, the ratio of (a) Consolidated First Lien Debt less unrestricted cash and Cash Equivalents of the Loan Parties, in an aggregate amount not to exceed $50,000,000, in each case as of such date to (b) (i) for purposes of Section 7.1(a), Consolidated EBITDA for the Reference Period ended as of such

date and (ii) otherwise, Consolidated EBITDA for the Reference Period most recently ended prior to such date for which financial statements have been delivered.

"Consolidated Interest Coverage Ratio" the ratio of (a) Consolidated EBITDA to (b) Consolidated Cash Interest Expense, in each case for any period of four consecutive fiscal quarters.

"Consolidated Net Income": for any period, the consolidated net income (or loss) of the Borrower and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided, that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Restricted Subsidiary of the Borrower or is merged into or consolidated with the Borrower or any of its Restricted Subsidiaries, (b) the income (or deficit) of any Person (other than a Restricted Subsidiary of the Borrower) in which the Borrower or any of its Restricted Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the Borrower or such Restricted Subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any Restricted Subsidiary of the Borrower to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary is not at the time permitted by the terms of any Contractual Obligation (other than under any Loan Document) or Requirement of Law applicable to such Restricted Subsidiary.

"Consolidated Total Debt": at any date, the aggregate principal amount of all Indebtedness of the Borrower and its Restricted Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP.

"Consolidated Total Net Leverage Ratio": as of any date of determination, the ratio of (a) Consolidated Total Debt less unrestricted cash and Cash Equivalents of the Loan Parties, in an aggregate amount not to exceed $50,000,000, in each case as of such date, to (b) Consolidated EBITDA for the Reference Period most recently ended prior to such date for which financial statements have been delivered.

"Consolidated Working Capital": at any date, the excess of Consolidated Current Assets on such date over Consolidated Current Liabilities on such date.

"Contractual Obligation": 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 (it being agreed that, for purposes of Section 6.4, "Contractual Obligation" shall not include any Loan Document).

"Control": the possession, directly or indirectly, of the power either to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

"Convertible Securities": any Indebtedness of the Borrower or any Subsidiary of the Borrower that is or will become, upon the occurrence of certain specified events or after the passage of a specified amount of time, convertible into or exchangeable for Capital Stock of the Borrower or any Subsidiary of the Borrower, cash or any combination thereof.

"Converting Term Commitment": as to any Term Lender, the obligation, if any, to convert its Existing Term Loans to a Term Loan hereunder on the Amendment No. 1 Effective Date, which commitment as of the Amendment No. 1 Effective Date is in an amount equal to the aggregate principal amount of its Existing Term Loans.

"Credit Party": the Administrative Agent, the Issuing Lender or any other Lender.

"Declined Prepayment Amount": as defined in Section 2.11(f).

"Default": any of the events specified in Section 8.1, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Defaulting Lender": any Lender, as reasonably determined by the Administrative Agent, that (a) has refused (either verbally or in writing and has not retracted such refusal) or failed to make available its portion of any incurrence of Revolving Loans or reimbursement obligations required to be made by it, which refusal or failure is not cured within one Business Day after the date of such refusal or failure (unless, with respect to any incurrence of any Revolving Loans, such Lender notifies the Administrative Agent in writing that such failure is a result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied or waived), (b) has failed to pay over to the Administrative Agent, any Issuing Lender or any other Lender any other amount required to be paid by it within one Business Day of the date when due, (c) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied), (d) has failed, within three Business Days after written request by a Credit Party, acting in good faith and based on the reasonable belief that such Lender may not fulfill its funding obligation, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Revolving Loans and participations in then outstanding Letters of Credit under this Agreement, unless the subject of a good faith dispute (provided, that such Lender shall cease to be a Defaulting Lender pursuant to this clause (d) upon such Credit Party's receipt of such certification in form and substance reasonably satisfactory to it and the Administrative Agent), or (e) has admitted in writing that it is insolvent or has become the subject of (i) a Bankruptcy Event or (ii) a Bail-In Action.

"Discount Range": as defined in Section 2.26(b).

"Discounted Prepayment Option Notice": as defined in Section 2.26(b).

"Discounted Voluntary Prepayment": as defined in Section 2.26(a).

"Discounted Voluntary Prepayment Notice": as defined in Section 2.26(e).

"Disposition": with respect to any property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Lender": any Person set forth on Schedule 1.1D.

"Disqualified Stock": with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely as a result of a change of control or asset sale) pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than solely as a result of a change of control or asset sale), in whole or in part, in each case prior to the date that is 91 days after the Final Maturity Date (as in effect on the date of the incurrence of such Disqualified Stock); provided that if such Capital Stock is issued to any plan for the benefit of employees of the Borrower or its Restricted Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower or its Restricted Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

"Disregarded Domestic Subsidiary": any Domestic Subsidiary (i) that is a direct or indirect Subsidiary of a Foreign Subsidiary or (ii) where substantially all of such Domestic Subsidiary's directly or indirectly held assets consist of Capital Stock or Indebtedness of one or more Foreign Subsidiaries.

"Dollars" and "$": dollars in lawful currency of the United States.

"Domestic Subsidiary": any Subsidiary of the Borrower organized under the laws of any jurisdiction within the United States.

"EEA Financial Institution": (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": any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority": any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Environmental Claim": any written or oral notice, claim, demand, order, action, suit, complaint, proceeding, request for information or other communication by any person alleging liability or potential liability (including without limitation liability or potential liability for investigatory costs, cleanup costs, governmental response costs, natural resource damages, property damage, personal injury, fines or penalties) arising out of, relating to, based on or resulting from (i) the presence, discharge, emission, release or threatened release of any Materials of Environmental Concern at any location; (ii) circumstances forming the basis of any violation or alleged violation of any Environmental Law or Environmental Permit or (iii) otherwise relating to obligations or liabilities under any Environmental Laws.

"Environmental Laws": any and all foreign, Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health and safety.

"Environmental Permits": any and all permits, licenses, registrations, approvals, notifications, exemptions and any other authorization required under any Environmental Law.

"Environmental Report": any report, study, assessment, audit, or other similar document that addresses any issue of actual or potential noncompliance with, actual or potential liability under or cost arising out of, or actual or potential impact on business in connection with, any Environmental Law or any proposed or anticipated change in or addition to Environmental Law.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate": any trade or business (whether or not incorporated) which is under common control with a Group Member within the meaning of Section 4001 of ERISA or is part of a group which includes any Group Member and which is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"ERISA Event": (a) any Reportable Event; (b) the existence with respect to any Plan of a Prohibited Transaction; (c) any failure by any Pension Plan to satisfy the minimum funding standards (within the meaning of Section 412 or 430 of the Code or Section 302 of ERISA) applicable to such Pension Plan, whether or not waived; (d) the filing pursuant to Section 412 of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan, the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Pension Plan or the failure by any Group Member or any ERISA Affiliate to make any required contribution to a Multiemployer Plan pursuant to Sections 431 or 432 of the Code or any installment payment with respect to Withdrawal Liability; (d) the occurrence of any event or condition which might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or the incurrence by any Group Member or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Pension Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Pension Plan; (e) a determination that any Pension Plan is, or is expected to be, in "at risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (f) the receipt by any Group Member or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Pension Plan or to appoint a trustee to administer any Pension Plan under Section 4042 of ERISA; (g) the incurrence by any Group Member or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Pension Plan or Multiemployer Plan; (h) the receipt by any Group Member or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Group Member 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 or in "endangered" or "critical" status, within the meaning of Section 432 of the Code or Section 305 or Title IV of ERISA or terminated (within the meaning of Section 4041A of ERISA) or (i) the failure of any Plan to comply with any material provisions of ERISA and/or the Code (and applicable regulations under either) or with the material terms of such Plan, other than any such failure that is capable of correction and is corrected within a reasonable period of time following the later of its occurrence or its discovery and in all events before such failure triggers any additional tax or penalty that is material.

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

"Eurocurrency Reserve Requirements": for any day as applied to a Eurodollar 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 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.

"Eurodollar Base Rate": with respect to any Eurodollar Loan 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 Dollars 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 "Screen Rate") at approximately 11:00 A.M., London time, two Business Days prior to the commencement of such Interest Period; provided, that, if the Screen Rate shall not be available at such time for such Interest Period (an "Impacted Interest Period") with respect to Dollars, then the Eurodollar Base Rate shall be the Interpolated Rate at such time; provided further that if the Screen Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. "Interpolated Rate" means, at any time, the rate per annum 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 Screen Rate for the longest period (for which that Screen Rate is available in Dollars) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for Dollars) that exceeds the Impacted Interest Period, in each case, 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, provided, further, that if a Screen Rate is not available for the applicable Interest Periods, the Eurodollar Base Rate shall be the arithmetic mean (rounded up to four decimal places) of the rates quoted by the Reference Banks to leading banks in the London interbank market for the offering of deposits in Dollars for such Interest Period, in each case as of 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period.

"Eurodollar Loans": Loans the rate of interest applicable to which is based upon the Eurodollar Rate.

"Eurodollar Rate": with respect to each day during each Interest Period pertaining to a Eurodollar Loan, a rate per annum determined for such day in accordance with the following formula:

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

"Eurodollar Tranche": the collective reference to Eurodollar Loans under a particular Facility the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

"Event of Default": any of the events specified in Section 8.1; provided, that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Excess Cash Flow": for any fiscal year of the Borrower, the excess, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income for such fiscal year, (ii) the amount of all non-cash charges (including depreciation and amortization) deducted in arriving at such Consolidated Net Income, (iii) decreases in Consolidated Working Capital for such fiscal year, (iv) the aggregate net amount of non-cash loss on the Disposition of property by the Group Members during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income, (v) the increase (if any) in the balance of the amount of deferred revenue of the Borrower and its Restricted Subsidiaries for such fiscal year, (vi) the decrease (if any) in the balance of prepaid registry fees of the Borrower and its Restricted Subsidiaries for such fiscal year and (vii) the decrease (if any) in the balance of the amount of deferred tax assets of the Borrower and its Restricted Subsidiaries over deferred tax liabilities of the Borrower and its Restricted Subsidiaries for such fiscal year minus (b) the sum, without duplication, of (i) the amount of all non-cash gains or credits included in arriving at such Consolidated Net Income (including credits included in the calculation of deferred tax assets and liabilities), (ii) the aggregate amount actually paid by the Group Members in cash during such fiscal year on account of Capital Expenditures and Permitted Acquisitions (to the extent not funded with (A) the proceeds of Indebtedness or the issuance of Capital Stock, (B) the Reinvestment Deferred Amount or (C) the Available Amount), (iii) to the extent not funded with the proceeds of Indebtedness, the net amount of Investments made during such period pursuant to Section 7.7(k) and (l) (excluding Investments among the Group Members), (iv) to the extent not funded with (A) the proceeds of Indebtedness or (B) the Available Amount, the aggregate amount of all scheduled principal repayments of Funded Debt (other than the Term Loans and the Revolving Loans) of the Group Members made in cash during such fiscal year (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder), (v) to the extent not funded with the proceeds of Indebtedness, the aggregate amount of all scheduled principal repayments of the Term Loans made during such fiscal year, (vi) increases in Consolidated Working Capital for such fiscal year, (vii) the aggregate net amount of non-cash gain on the Disposition of property by the Group Members during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income, (viii) non-recurring cash fees and expenses incurred in connection with the Transactions or any Permitted Acquisition (whether or not consummated), (ix) cash expenditures in respect of purchase price adjustments paid in connection with the Transactions, any Permitted Acquisition or any other acquisition or other Investment permitted hereunder, (x) the amount (determined by the Borrower) of such Consolidated Net Income (if any) that is mandatorily prepaid or reinvested pursuant to this Agreement (or as to which a waiver of the requirements of such Section applicable thereto has been granted thereunder) prior to the date of determination of Excess Cash Flow for such fiscal year as a result of any Asset Sale or Recovery Event giving rise to such Consolidated Net Income, (xi) the aggregate amount of any premium or penalty actually paid in cash that is required to be made in connection with any prepayment of Indebtedness, (xii) cash expenditures in respect of Swap Agreements during such period to the extent not deducted in arriving at such Consolidated Net Income, (xiii) the amount representing accrued expenses for cash payments (including with respect to retirement plan obligations) that are not paid in cash in such fiscal year; provided, that such amounts will be added to Excess Cash Flow for the following fiscal year to the extent not paid in cash during such following fiscal year (and no future deduction shall be made for purposes of this definition when such amounts are paid in cash in any future period), (xiv) the decrease (if any) in the balance of the amount of deferred revenue of the Borrower and its Restricted Subsidiaries for such fiscal year, (xv) the increase (if any) in the balance of prepaid registry fees of the Borrower and its Restricted Subsidiaries for such fiscal year and (xvi) the increase (if any) in the balance of the amount of deferred tax assets of the Borrower and its Restricted Subsidiaries over deferred tax liabilities of the Borrower and its Restricted Subsidiaries for such fiscal year; provided that the aggregate amount subtracted in the calculation of Excess Cash Flow pursuant to clauses (b)(ii) (in respect of Permitted Acquisitions), (b)(iii) and (b)(ix) above shall not exceed (x) $35,000,000 in any fiscal year and (y) $50,000,000 over the term of this Agreement (with such term commencing on the Amendment No. 1 Effective Date).

"Exchange Act": the Securities Exchange Act of 1934, as amended.

"Excluded Swap Obligation": with respect to any Subsidiary Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Subsidiary Guarantor of, or the grant by such Subsidiary Guarantor of a security interest to secure, 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 Subsidiary 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 Subsidiary Guarantor becomes or would become effective with respect to such Swap Obligation. 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.

"Existing Credit Agreement": the Credit Agreement, dated as of September 9, 2014, among the Borrower, the lenders and agents party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

"Existing Lender": any Lender (as defined in the Existing Credit Agreement) immediately prior to the Amendment Signing Date.

"Existing Letters of Credit": the letters of credit identified on Schedule 1.1B.

"Existing Term Lender": a Term Lender (as defined in the Existing Credit Agreement) immediately prior to the

Amendment No. 1 Effective Date.

"Existing Term Loans": Term Loans (as defined in the Existing Credit Agreement) outstanding immediately prior to the Amendment No. 1 Effective Date.

"Extended Revolving Commitment": as defined in Section 2.25(a).

"Extended Revolving Loans": as defined in Section 2.25(a).

"Extended Term Loans": as defined in Section 2.25(a).

"Extension": as defined in Section 2.25(a).

"Extension Offer": as defined in Section 2.25(a).

"Facility": each of (a) the Term Commitments and the Term Loans made thereunder (the "Term Facility") and (b) the Revolving Commitments and the extensions of credit made thereunder (the "Revolving Facility"). Additional Facilities may be added pursuant to Section 2.24 and Section 10.1.

"FATCA": (a) Sections 1471 through 1474 of the Code, as of the Amendment Signing Date, any substantially similar amendments or successor statutes that are substantively comparable and not materially more onerous to comply with, any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code, (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction with the purpose (in either case) of facilitating the implementation of (a) above, and (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the United States Internal Revenue Service, the United States government or any governmental or taxation authority in the United States.

"Federal Funds Rate": for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank on the Business Day next succeeding such day; provided, that (a), if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the immediately preceding Business Day as so published on the next succeeding Business Day, (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to the Administrative Agent on such day on such transactions as determined by the Administrative Agent and (c) if such rate is less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee Payment Date": (a) the third Business Day following the last day of each March, June, September and December and (b) the last day of the Revolving Commitment Period; provided that the Amendment No. 1 Effective Date shall constitute a Fee Payment Date with respect to accrued and unpaid fees up to but excluding the Amendment No. 1 Effective Date.

"Final Maturity Date": as at any date, the latest to occur of (a) the Maturity Date, (b) the maturity date in respect of any outstanding Extended Term Loans and (c) the maturity date in respect of any outstanding Term Loans under any Incremental Term Facility.

"Final Revolving Termination Date": as at any date, the latest to occur of (a) the Revolving Termination Date, (b) the maturity date in respect of any outstanding Extended Revolving Commitments and (c) the maturity date in respect of any outstanding Incremental Revolving Facility.

"Foreign Benefit Arrangement": any employee benefit arrangement mandated by non-US law that is maintained or contributed to by any Group Member or any ERISA Affiliate, other than a Foreign Plan.

"Foreign Plan": each employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) that is not subject to US law and is maintained or contributed to by any Group Member or any ERISA Affiliate, other than a Foreign Benefit Arrangement.

"Foreign Plan Event": with respect to any Foreign Benefit Arrangement or Foreign Plan, (a) the failure to make or, if applicable, accrue in accordance with normal accounting practices, any employer or employee contributions required by applicable law or by the terms of such Foreign Benefit Arrangement or Foreign Plan; (b) the failure to register or loss of good standing with applicable regulatory authorities of any such Foreign Benefit Arrangement or Foreign Plan required to be registered; or (c) the material and uncorrected failure of any Foreign Benefit Arrangement or Foreign Plan to comply with any material provisions of applicable law and regulations or with the material terms of such Foreign Benefit Arrangement or Foreign Plan.

"Foreign Subsidiary": any Subsidiary of the Borrower that is not a Domestic Subsidiary.

"Funded Debt": as to any Person, all Indebtedness of such Person that matures more than one year from the date of its creation or matures within one year from such date but is renewable or extendible, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend

credit during a period of more than one year from such date, including all current maturities and current sinking fund payments in respect of such Indebtedness whether or not required to be paid within one year from the date of its creation and, in the case of the Borrower, Indebtedness in respect of the Loans and any Permitted Refinancings thereof.

"Funding Office": the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

"Funding Term Commitment": as to any Term Lender, the obligation, if any, to make a Term Loan hereunder on the Amendment No. 1 Effective Date through a funding, which commitment as of the Amendment No. 1 Effective Date is as set forth under the heading "Funding Term Commitment" opposite such Lender's name on Schedule 1.1A. The original aggregate amount of the Funding Term Commitments is $200,000,000.

"GAAP": generally accepted accounting principles in the United States of America as in effect from time to time.

"Governmental Authority": any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners), and the Internet Corporation for Assigned Names and Number, the Internet Assigned Number Authority and any other Person that governs, regulates or administers the creation, ownership, registration and/or use of domain names, URLs and Internet addresses, including all gTLDs and ccTLDs).

"Group Member": collectively, the Borrower and any of its Restricted Subsidiaries.

"Guarantee and Collateral Agreement": the Guarantee and Collateral Agreement to be executed and delivered by the Borrower and each Subsidiary Guarantor, substantially in the form of Exhibit A.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Immaterial Subsidiary": on any date, any Restricted Subsidiary that represented 1% or less of consolidated total assets and 1% or less of annual consolidated revenues (for the most recent Reference Period for which financial statements are available) of the Borrower and its Restricted Subsidiaries as reflected on the most recent financial statements delivered pursuant to Section 6.1(a) prior to such date; provided, that (i) at such time as any such Subsidiary becomes a party to this Agreement or any other Loan Document or executes and delivers a guarantee, security agreement, mortgage or other similar agreement supporting the Obligations, such Subsidiary shall at all times thereafter not be an Immaterial Subsidiary irrespective of the value of its assets or its revenues and (ii) the aggregate assets and aggregate annual consolidated revenues (for the most recent Reference Period for which financial statements are available) of all Immaterial Subsidiaries shall at no time exceed 5% of consolidated total assets and 5% of annual consolidated revenues of the Borrower and its Restricted Subsidiaries, respectively (the "5% Requirement"); provided further, that in the event that the designation of any Restricted Subsidiary as an Immaterial Subsidiary would result in the failure to comply with the 5% Requirement, the Borrower shall notify the Administrative Agent as to the Restricted Subsidiary or Restricted Subsidiaries which shall no longer be deemed Immaterial Subsidiaries, to the extent required to ensure compliance with the 5% Requirement.

"Incremental Facilities": as defined in Section 2.24(a).

"Incremental Facility Amendment": as defined in Section 2.24(b).

"Incremental Facility Closing Date": as defined in Section 2.24(b).

"Incremental Revolving Facility": as defined in Section 2.24(a).

"Incremental Revolving Loans ": as defined in Section 2.24(a).

"Incremental Term Facility": as defined in Section 2.24(a).

"Incremental Term Loans": as defined in Section 2.24(a).

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than (i) trade payables and accrued expense payable incurred in the ordinary course of such Person's business and not more than 90 days overdue, (ii) payroll liabilities or deferred compensation and (iii) Acquisition-Related Deferred Payments and Investment-Related Deferred Payments), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of bankers' acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all redeemable preferred Disqualified Stock of such Person, (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, and (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, valued at the lesser of (i) if recourse is limited to such property, the fair market value of such property or (ii) the amount of the Indebtedness of such other Person; provided that Indebtedness shall not include indemnifications, purchase price adjustments, earnouts, contingent payments or deferred payment obligations of a similar nature incurred in connection with Investments permitted by Section 7.7 until such obligations become a liability on the balance sheet of such Person in accordance with GAAP. 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 expressly provide that such Person is not liable therefor.

"Indemnified Liabilities": as defined in Section 10.5.

"Indemnitee": as defined in Section 10.5.

"Insolvent": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Intellectual Property": the collective reference to all intellectual property and all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses (each as defined in the Guarantee and Collateral Agreement), trade secrets, know-how and other proprietary information and related documentation, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Interest Payment Date": (a) as to any ABR Loan, the first Business Day following the last day of each March, June, September and December (or, if an Event of Default is in existence, the first Business Day following last day of each calendar month) to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurodollar Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any Eurodollar Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and (d) as to any Loan (other than any Revolving Loan that is an ABR Loan), the date of any repayment or prepayment made in respect thereof; provided that the Amendment No. 1 Effective Date shall constitute an Interest Payment Date with respect to accrued and unpaid interest up to but excluding the Amendment No. 1 Effective Date for all Loans.

"Interest Period": as to any Eurodollar Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurodollar Loan and ending one, two, three or six months (or, if agreed to by all Lenders under the relevant Facility, twelve months or a shorter period) thereafter, as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurodollar Loan and ending one, two, three or six months (or, if agreed to by all Lenders under the relevant Facility, twelve months or a shorter period) thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not later than 1:00 P.M., New York City time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) the Borrower may not select an Interest Period under a particular Facility that would extend beyond the Revolving Termination Date (or, with respect to any Extended Revolving Loans or any Loans under an Incremental Revolving Facility, the maturity date with respect thereto) or beyond the date final payment is due on the Term Loans (or, with respect to any Extended

Term Loans or any Loans under an Incremental Term Facility, the maturity date with respect thereto);

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

(iv) the Borrower shall select Interest Periods so as not to require a payment or prepayment of any Eurodollar Loan during an Interest Period for such Loan.

"Interpolated Rate": as defined in the definition of "Eurodollar Base Rate".

"Investment-Related Deferred Payments": indemnifications, purchase price adjustments, earnouts, contingent payments or deferred payment obligations of a similar nature incurred in connection with Investments permitted by Section 7.7 to the extent required to be recorded as liabilities on a balance sheet of the applicable Person in accordance with GAAP; provided that at the time of incurrence of any Investment-Related Deferred Payment (and after giving effect thereto), the aggregate amount of Investment-Related Deferred Payments outstanding shall not exceed 50% of Consolidated EBITDA for the Reference Period most recently ended prior to such date for which financial statements have been delivered.

"Investments": as defined in Section 7.7.

"Issuing Lender": JPMorgan Chase Bank, N.A. or any affiliate thereof or any other Revolving Lender (or any affiliate thereof) which agrees to be an Issuing Lender and is reasonably acceptable to the Borrower and the Administrative Agent, in their respective capacity as issuer of any Letter of Credit. Each reference herein to "the Issuing Lender" shall be deemed to be a reference to the relevant Issuing Lender with respect to the relevant Letter of Credit.

"L/C Commitment": $35,000,000.

"L/C Disbursement": a payment made by an Issuing Lender pursuant to a Letter of Credit.

"L/C Obligations": at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to Section 3.5.

"L/C Participants": the collective reference to all the Revolving Lenders other than the Issuing Lender.

"Lead Arrangers": the collective reference to JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated and SunTrust Robinson Humphrey, Inc.

"Lender Participation Notice": as defined in Section 2.26(c).

"Lenders": as defined in the preamble hereto; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

"Letters of Credit": as defined in Section 3.1(a).

"Lien": any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"Limited Condition Acquisition": any Permitted Acquisition or other acquisition permitted hereunder by one or more of the Borrower and its Restricted Subsidiaries whose consummation is not expressly subject to a condition precedent that requires the availability of, or obtaining, debt or equity financing from a third party.

"Loan": any loan made by any Lender pursuant to this Agreement.

"Loan Documents": this Agreement, the Security Documents, any amendment or supplement entered into in connection with any Incremental Facility and any amendment, waiver, supplement or other modification to any of the foregoing.

"Loan Parties": the Borrower and each of its Subsidiaries that is a party to a Loan Document.

"Majority Facility Lenders": with respect to any Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Term Loans or the Total Revolving Extensions of Credit, as the case may be, outstanding under such Facility (or, in the case of the Revolving Facility, prior to any termination of the Revolving Commitments, the holders of more than 50% of the Total Revolving Commitments).

"Management Group": the group consisting of the directors, executive officers and other management personnel of the Borrower on the Amendment Signing Date together with (a) any new directors of the Borrower whose election by such Board of

Directors or whose nomination for election by the shareholders of the Borrower was approved by a vote of a majority of the directors of the Borrower then still in office who were either directors on the Amendment Signing Date or whose election or nomination was previously so approved and (b) executive officers and other management personnel of the Borrower hired at a time when the directors on the Amendment Signing Date together with the directors so approved constituted a majority of the directors of the Borrower.

"Material Adverse Effect": a material adverse effect on (a) the business, operations, property, or financial condition of the Group Members taken as a whole or (b) the validity or enforceability of this Agreement or any of the other Loan Documents or the rights and remedies of the Administrative Agent or the Lenders hereunder or thereunder.

"Material Restricted Subsidiary": at any date of determination, each Restricted Subsidiary other than Immaterial Subsidiaries.

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, asbestos, polychlorinated biphenyls, urea-formaldehyde insulation or any hazardous, toxic or other substances, materials or wastes, regulated pursuant to or that could give rise to liability under any Environmental Law.

"Maturity Date": March 31, 2021.

"Merger Sub": Barton Creek Web.com, LLC, a Delaware limited liability company.

"Minimum Extension Condition": as defined in Section 2.25(b).

"Minimum Tranche Amount": as defined in Section 2.25(b).

"Mortgages": each of the mortgages and deeds of trust made by any Loan Party in favor of, or for the benefit of, the Administrative Agent for the benefit of the Lenders, in form and substance reasonably satisfactory to the Administrative Agent.

"Multiemployer Plan": a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Cash Proceeds": (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of attorneys' fees, accountants' fees, investment banking and other customary advisor fees, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document) and other customary fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and (b) in connection with any issuance or sale of Capital Stock or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking and other customary advisor fees, accountants' fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"Non-Consenting Lender": as defined in Section 10.1.

"Non-Excluded Taxes": as defined in Section 2.19(a).

"Non-U.S. Lender": as defined in Section 2.19(e).

"Non-Wholly Owned Subsidiary": any Domestic Subsidiary that is not a Wholly Owned Subsidiary.

"Notes": the collective reference to any promissory note evidencing Loans, substantially in the form of Exhibit H-1 in the case of a Note with respect to a Term Loan and substantially in the form of Exhibit H-2 in the case of a Note with respect to Revolving Loans.

"Obligations": the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrower to the Administrative Agent or to any Lender (or, in the case of (a) Specified Swap Agreements, a Person that is a Lender or an Affiliate of a Lender at the time such Specified Swap Agreement is entered into (or, in respect of any Swap Agreement entered into prior to the Closing Date, any Person that is a Lender or an Affiliate of a Lender on the Closing Date), notwithstanding whether such Person subsequently ceases at any time to be a Lender or an Affiliate thereof under this Agreement for any reason, and (b) Specified Cash Management Agreements, any Affiliate of any Lender), 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, this Agreement, any other Loan Document, the Letters of Credit, any Specified Swap Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to

be paid by the Borrower pursuant hereto) or otherwise; provided that for purposes of determining any Guarantee Obligations of any Subsidiary Guarantor pursuant to the Guarantee and Collateral Agreement, the definition of "Obligations" shall not create any guarantee by any Subsidiary Guarantor of (or grant of security interest by any Subsidiary Guarantor to support, if applicable) any Excluded Swap Obligations of such Subsidiary Guarantor.

"Offered Loans": as defined in Section 2.26(c).

"Other Taxes": any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, including any interest, additions to tax or penalties applicable thereto.

"Participant": as defined in Section 10.6(c).

"Participant Register": as defined in Section 10.6(c).

"Patriot Act": as defined in Section 10.17.

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Pension Plan": any Plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA.

"Permitted Acquisition": as defined in Section 7.7(h).

"Permitted Investors": the Management Group.

"Permitted Refinancing": with respect to any Indebtedness of any person, any modification, refinancing, refunding, replacement, renewal or extension of such Indebtedness, in whole or in part; provided, that (i) in the case of any modification, refinancing, refunding, replacement, renewal or extension of Indebtedness assumed pursuant to Section 7.2(q), no person that is not an obligor with respect to such Indebtedness immediately prior to such modification, refinancing, refunding, replacement, renewal or extension shall be an obligor with respect to such Indebtedness after giving effect to such modification, refinancing, refunding, replacement, renewal or extension, (ii) the final maturity and weighted average life to maturity of such Indebtedness shall not be shortened as a result of such modification, refinancing, refunding, replacement, renewal or extension, (iii) in the case of any modification, refinancing, refunding, replacement, renewal or extension of Indebtedness incurred pursuant Section 7.2(e), the other material terms and conditions of such Indebtedness after giving effect to such modification, refinancing, refunding, replacement, renewal or extension, taken as a whole, including the collateral if any securing such Indebtedness, shall not be materially more restrictive as determined by the Borrower in good faith, (iv) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, replaced, renewed or extended except by an amount (such amount, the "Additional Permitted Amount") equal to unpaid accrued interest and premium thereon at such time plus reasonable fees and expenses incurred in connection with such modification, refinancing, refunding, replacement, renewal or extension and (v) for the avoidance of doubt, the Indebtedness being so modified, refinanced, refunded, replaced, renewed or extended is paid down (or commitments in respect thereof are reduced) on a dollar-for-dollar basis by such Permitted Refinancing (other than by the Additional Permitted Amount).

"Permitted Sale and Leaseback": the sale and leaseback of the property located at 1425 North Washington Street, Spokane, Washington.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": 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 but excluding any Multiemployer Plan), and any plan which is both an employee welfare benefit plan and an employee pension benefit plan, and in respect of which any Group Member 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.

"Prime Rate": the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by JPMorgan Chase Bank, N.A. in connection with extensions of credit to debtors).

"Prohibited Transaction": as described in Section 406 of ERISA and Section 4975(c)(1) of the Code.

"Properties": as defined in Section 4.17(a).

"Proposed Change": as defined in Section 10.1.

"Proposed Discounted Prepayment Amount": as defined in Section 2.26(b).

"Qualifying Lenders": as defined in Section 2.26(d).

"Qualifying Loans": as defined in Section 2.26(d).

"Recovery Event": any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any of its Restricted Subsidiaries.

"Reference Banks": two or more banks as may be appointed by the Administrative Agent (and agreed by such bank) in consultation with the Borrower.

"Refinancing Indebtedness": as defined in Section 7.2(a).

"Register": as defined in Section 10.6(b)(iv).

"Regulation S-X": Regulation S-X of the Securities Act of 1933, as amended from time to time.

"Regulation U": Regulation U of the Board as in effect from time to time.

"Reimbursement Obligation": the obligation of the Borrower to reimburse the Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit.

"Reinvestment Deferred Amount": with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by the Borrower or any of its Restricted Subsidiaries in connection therewith that are not applied to prepay the Term Loans or reduce the Revolving Commitments pursuant to Section 2.11(b) as a result of the delivery of a Reinvestment Notice.

"Reinvestment Event": any Asset Sale or Recovery Event in respect of which the Borrower has delivered a Reinvestment Notice.

"Reinvestment Notice": a written notice executed by a Responsible Officer stating that no Event of Default has occurred and is continuing and that the Borrower (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to acquire or repair assets useful in its business, other than current assets.

"Reinvestment Prepayment Amount": with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to acquire or repair assets useful in the Borrower's business, other than current assets.

"Reinvestment Prepayment Date": with respect to any Reinvestment Event, the earlier of (a) the date occurring twelve months after such Reinvestment Event (or, if the Borrower enters into a legally binding commitment to reinvest the Net Cash Proceeds from such Reinvestment Event within such 12-month period, the date that is 180 days after the end of such 12-month period) and (b) the date on which the Borrower shall have determined not to, or shall have otherwise ceased to, acquire or repair assets useful in the Borrower's business, other than current assets, with all or any portion of the relevant Reinvestment Deferred Amount.

"Replaced Revolving Facility": as defined in Section 10.1.

"Replacement Revolving Facility": as defined in Section 10.1.

"Replaced Term Loans": as defined in Section 10.1.

"Replacement Term Loans": as defined in Section 10.1.

"Reportable Event": any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived under the regulations issued pursuant to Section 4043(b) of ERISA.

"Required Lenders": the holders of more than 50% of the sum of (a) the aggregate unpaid principal amount of the Term Loans then outstanding and (b) the Total Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Total Revolving Extensions of Credit then outstanding.

"Requirement of Law": 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.

"Responsible Officer": the chief executive officer, president or chief financial officer of the Borrower, but in any event, with respect to financial matters, the chief financial officer of the Borrower.

"Restricted Payments": as defined in Section 7.6.

"Restricted Subsidiary": any Subsidiary other than an Unrestricted Subsidiary.

"Revolving Commitment": as to any Lender, the obligation of such Lender, if any, to make Revolving Loans and participate in Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading "Revolving Commitment" opposite such Lender's name on Schedule 1.1A or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The original amount of the Total Revolving Commitments is $150,000,000.

"Revolving Commitment Period": the period from and including the Closing Date to the Revolving Termination Date.

"Revolving Credit Exposure": with respect to any Lender at any time, the sum of the outstanding principal amount of such Revolving Lender's Revolving Loans and its L/C Obligations at such time.

"Revolving Extensions of Credit": as to any Revolving Lender at any time, an amount equal to the sum of (a) the aggregate principal amount of all Revolving Loans held by such Lender then outstanding and (b) such Lender's Revolving Percentage of the L/C Obligations then outstanding.

"Revolving Lender": each Lender that has a Revolving Commitment or that holds Revolving Loans.

"Revolving Loans": as defined in Section 2.4(a).

"Revolving Percentage": as to any Revolving Lender at any time, the percentage which such Lender's Revolving Commitment then constitutes of the Total Revolving Commitments or, at any time after the Revolving Commitments shall have expired or terminated, the percentage which the aggregate principal amount of such Lender's Revolving Loans then outstanding constitutes of the aggregate principal amount of the Revolving Loans then outstanding; provided, that in the event that the Revolving Loans are paid in full prior to the reduction to zero of the Total Revolving Extensions of Credit, the Revolving Percentages shall be determined in a manner designed to ensure that the other outstanding Revolving Extensions of Credit shall be held by the Revolving Lenders on a comparable basis.

"Revolving Termination Date": March 31, 2021.

"Rollover Letters of Credit": the letters of credit identified on Schedule 1.1C.

"Sanctioned Person": at any time, (a) any Person listed in any Sanctions-related list of specially designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce or the U.S. Department of the Treasury, (b) any Person operating, organized or resident in a jurisdiction subject to any Sanctions or (c) any Person Controlled by any such Person.

"Sanctions": economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce or the U.S. Department of the Treasury.

"SEC": the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

"Secured Parties": the collective reference to the Administrative Agent, the Issuing Lender, the Lenders and any Affiliate of any Lender to which Obligations are owed by any Loan Party (including, (i) with respect to Specified Swap Agreements, any Person that is a Lender or an Affiliate of a Lender at the time such Specified Swap Agreement is entered into (or, in respect of any Swap Agreement entered into prior to the Closing Date, any Person that is a Lender or an Affiliate of a Lender on the Closing Date), and (ii) any Lender or any Affiliate of any Lender party to a Specified Cash Management Agreement, notwithstanding in each of clauses (i) and (ii) whether such Person subsequently ceases at any time to be a Lender or an Affiliate thereof under this Agreement for any reason).

"Security Documents": the collective reference to the Guarantee and Collateral Agreement, any Mortgages and all other security documents hereafter delivered to the Administrative Agent granting a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document.

"Solvent": when used with respect to any Person, means that, as of any date of determination, (a) the amount of the "fair value" of the assets of such Person will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise", as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business, and (d) such Person will be able to pay its debts as they mature. For purposes of this definition, (i) "debt" means liability

on a "claim", and (ii) "claim" means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

"Specified Cash Management Agreement": any agreement providing for treasury, depositary, purchasing card or cash management services, or bank card products or services provided in connection therewith, including in connection with any automated clearing house transfers of funds or any similar transactions between any Loan Party and any Lender or an Affiliate thereof, which has been designated by such Lender and the Borrower, by notice to the Administrative Agent not later than 90 days after the execution and delivery by such Loan Party (or, if executed prior to the Closing Date, not later than 90 days after the Closing Date), as a "Specified Cash Management Agreement".

"Specified Representations": the representations of the Borrower (after giving effect to the Acquisition) set forth in Sections 4.3 (solely with respect to the Loan Parties), 4.4, 4.5 (insofar as it relates to Amendment No. 1 and this Agreement not violating organizational documents), 4.11, 4.14, 4.20 and 4.21 of this Agreement.

"Specified Swap Agreement": any 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 (or, in respect of any Swap Agreement entered into prior to the Closing Date, any Person that is a Lender or an Affiliate of a Lender on the Closing Date), notwithstanding whether such Person subsequently ceases at any time to be a Lender or an Affiliate thereof under this Agreement for any reason.

"Specified Target Debt": collectively, (a) the Second Amended and Restated Loan and Security Agreement, dated February 6, 2015, as amended, between the Target, ProfitFuel, Inc., Lighthouse Practice Management Group, Inc. and Silicon Valley Bank and (b) the Loan And Security Agreement, dated September 9, 2013, between the Target, ProfitFuel, Inc., Lighthouse Practice Management Group, Inc. and Rogers Communications Inc.

"Subordinated Indebtedness": any Indebtedness of any Group Member that is subordinated in right of payment to the Obligations.

"Subsidiary": as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Subsidiary Guarantor": each direct or indirect Material Restricted Subsidiary of the Borrower (other than any Foreign Subsidiary, Disregarded Domestic Subsidiary, Non-Wholly Owned Subsidiary or Captive Insurance Subsidiary) that becomes a party to the Guarantee and Collateral Agreement pursuant to Section 5.1(a) or 6.10(c).

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

"Swap Agreement": 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 Borrower or any of its Restricted Subsidiaries shall be a "Swap Agreement".

"Swap Obligation": with respect to any person, any obligation to pay or perform under any Swap.

"Taxes": as defined in Section 2.19(a).

"Target": Yodle, Inc., a Delaware corporation.

"Target Material Adverse Effect": any event, development, circumstance, change, effect, or occurrence that, individually or in the aggregate, with all other events, developments, circumstances, changes, effects, or occurrences, (A) has a material adverse effect on or with respect to the business of the Target as conducted on the date of the Acquisition Agreement, financial condition or results of operations of the Target or the Surviving Corporation, as applicable, and the Target's Subsidiaries (taken as a whole) or (B) prevents, materially delays or materially impairs the ability of the Target to timely consummate the Transactions (as defined in the Acquisition Agreement); provided, however, that none of the following shall be deemed to constitute, and none of the following (or the effects thereof) shall be taken into account in determining whether there has been, a Target Material Adverse Effect: (a) any adverse change, event, development, or effect arising from or relating to (i) general business or economic conditions, (ii) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon

the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (iii) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (iv) changes in GAAP, (v) changes in Legal Requirements, (vi) the negotiation, execution and delivery of the Acquisition Agreement, the identity or business plans of the Borrower or its Affiliates, or the announcement or consummation of the Transactions (as defined in the Acquisition Agreement), including any impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, partners or employees, (vii) the resignation, retirement, death or permanent disability of any employee of the Target or its Subsidiaries or (viii) the taking of any action expressly contemplated by the Transaction Documents; (b) any existing event, occurrence or circumstance with respect to which (i) Borrower or Merger Sub and (ii) the Lenders have Knowledge (as defined in the Acquisition Agreement) as of the date of the Acquisition Agreement; or (c) any adverse change in or effect on the business of the Target as conducted on the date of the Acquisition Agreement that is timely cured by the Target. For purposes of this definition, capitalized terms used herein but not defined in this Agreement shall have the meanings assigned to them in the Acquisition Agreement.

"Term Commitment": as to any Lender, the obligation of such Lender, if any, to make a Term Loan to the Borrower through a funding and/or, in the case of a Lender that is an Existing Term Lender, convert its Existing Term Loan to a Term Loan hereunder, in each case on the Amendment No. 1 Effective Date. The original aggregate amount of the Term Commitments is the sum of the Funding Term Commitments and the Converting Term Commitments.

"Term Lenders": each Lender that has a Term Commitment or that holds a Term Loan.

"Term Loans": the Loans made pursuant to Section 2.1.

"Term Percentage": the percentage which the aggregate principal amount of such Lender's Term Loans then outstanding constitutes of the aggregate principal amount of the Term Loans then outstanding.

"Total Revolving Commitments": at any time, the aggregate amount of the Revolving Commitments then in effect.

"Total Revolving Extensions of Credit": at any time, the aggregate amount of the Revolving Extensions of Credit of the Revolving Lenders outstanding at such time.

"Transaction Expenses": any non-recurring fees or expenses incurred or paid by any Group Member in connection with the Amendment No. 1 Transactions.

"Transactions": the Closing Date Transactions and the Amendment No. 1 Transactions.

"Transferee": any Assignee or Participant.

"Type": as to any Loan, its nature as an ABR Loan or a Eurodollar Loan.

"United States": the United States of America.

"Unrestricted Subsidiary": any Subsidiary of the Borrower designated by the Board of Directors of the Borrower as an Unrestricted Subsidiary pursuant to Section 6.11.

"Wholly Owned Subsidiary": as to any Person, any other Person all of the Capital Stock of which (other than directors' qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

"Withdrawal Liability": any liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are described in Sections 4203 and 4205, respectively, of ERISA.

"Write-Down and Conversion Powers": 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.

1.2. Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(a) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to the Borrower or any of its Restricted Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP (provided, that except as expressly specified in the definition of Consolidated EBITDA, notwithstanding anything to the contrary herein, all accounting or financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar effect) to value any Indebtedness or other liabilities of the Borrower or any of its Restricted

Subsidiaries at "fair value", as defined therein), (ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (iii) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings), (iv) 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, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, and (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time. In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of determination or calculation under this Agreement, then the Borrower and the Administrative Agent agree to enter into good faith negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Change with the desired result that the criteria for evaluating the Borrower and its Restricted Subsidiaries consolidated financial condition shall be the same after such Accounting Change as if such Accounting Change had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all accounting determinations and computations made hereunder (including under Section 7.1 and the definitions used in such calculation) shall continue to be calculated or construed as if such Accounting Change had not occurred. "Accounting Change" refers to any change in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC. Unless otherwise expressly provided, Section 7.1 and all defined financial terms shall be computed on a consolidated basis for the Borrower and its Restricted Subsidiaries, in each case without duplication. Notwithstanding anything in this Agreement or any other Loan Document to the contrary, for the purposes of calculating compliance with any covenant in this Agreement or any other Loan Document, no effect shall be given to any change in GAAP arising out of a change described in the Proposed Accounting Standards Update to Leases (Topic 840) dated August 17, 2010 or a substantially similar pronouncement.

(b) The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1. Term Commitments. Subject to the terms and conditions hereof, each Term Lender severally agrees to make term loans to the Borrower on the Amendment No. 1 Effective Date in an aggregate amount equal to its Term Commitment, which term loans shall be made by (i) such Term Lender making a Term Loan in an aggregate amount equal to its Funding Term Commitment and (ii) such Lender converting its Existing Term Loans into Term Loans in an aggregate amount equal to its Converting Term Commitment. The Term Loans may from time to time be Eurodollar Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.12.

2.2. Procedure for Term Loan Borrowing. The Borrower shall give the Administrative Agent irrevocable notice in the form of Exhibit F (which notice must be received by the Administrative Agent prior to 12:00 Noon, New York City time, (a) two Business Days prior to the anticipated Amendment No. 1 Effective Date, in the case of Eurodollar Loans, or (b) one Business Day prior to the anticipated Amendment No. 1 Effective Date, in the case of ABR Loans) requesting that the Term Lenders make the Term Loans on the Amendment No. 1 Effective Date and specifying the amount to be borrowed (which shall include the amount of Existing Term Loans to be converted to Term Loans). Upon receipt of such notice the Administrative Agent shall promptly notify each Term Lender thereof. Not later than 9:00 A.M., New York City time, on the Amendment No. 1 Effective Date each Term Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Term Loan or Term Loans to be made by such Lender (it being understood that on the Amendment No. 1 Effective Date, the Existing Term Loans of each Term Lender that is an Existing Term Lender shall automatically convert to Term Loans and no additional funds shall be provided by such Term Lender in respect thereof); provided, that if any Term Lender has not funded its portion of the Term Loan to be funded by it by 9:00 A.M., New York City time on the Amendment No. 1 Effective Date and has not indicated to the Administrative Agent that it will not be funding such portion of its Term Loan, the Administrative Agent is authorized to advance such Term Lender's portion of its Term Loan; provided further, that such Term Lender shall fund the portion of its Term Loan to be funded by it on the Amendment No. 1 Effective Date no later than 12:00 Noon, New York City time on the Amendment No. 1 Effective Date. The Administrative Agent shall credit the account of the Borrower on the books of such office of the Administrative Agent with the aggregate of the amounts made available through a funding to the Administrative Agent by the Term Lenders in immediately available funds.

2.3. Repayment of Term Loans. Subject to adjustment as a result of prior payments in accordance with the terms of this Agreement, the Borrower shall repay, and there shall become due and payable (together with accrued interest thereon), on the last Business Day of each fiscal quarter listed below, commencing on June 30, 2016, the aggregate principal amount of Term Loans indicated opposite such fiscal quarter:

Fiscal Quarter	Amortized Payment of Term Loans
June 2016	$2,437,500
September 2016	$2,437,500
December 2016	$2,437,500
March 2017	$2,437,500
June 2017	$4,875,000
September 2017	$4,875,000
December 2017	$4,875,000
March 2018	$4,875,000
June 2018	$7,312,500
September 2018	$7,312,500
December 2018	$7,312,500
March 2019	$7,312,500
June 2019	$9,750,000
September 2019	$9,750,000
December 2019	$9,750,000
March 2020	$9,750,000
June 2020	$9,750,000
September 2020	$9,750,000
December 2020	$9,750,000
March 2021	$9,750,000

Any remaining unpaid principal amount of Term Loans shall be due and payable on the Maturity Date.

2.4. Revolving Commitments(a) . (a) Subject to the terms and conditions hereof, each Revolving Lender severally agrees to make revolving credit loans ("Revolving Loans") to the Borrower from time to time during the Revolving Commitment Period in an aggregate principal amount at any one time outstanding which, when added to such Lender's Revolving Percentage of the L/C Obligations then outstanding, does not exceed the amount of such Lender's Revolving Commitment. During the Revolving Commitment Period the Borrower may use the Revolving Commitments by borrowing, prepaying the Revolving Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. The Revolving Loans may from time to time be Eurodollar Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.5 and 2.12.

(b) The Borrower shall repay all outstanding Revolving Loans on the Revolving Termination Date.

2.5. Procedure for Revolving Loan Borrowing. The Borrower may borrow under the Revolving Commitments during the Revolving Commitment Period on any Business Day; provided, that the Borrower shall give the Administrative Agent irrevocable notice in the form of Exhibit F (which notice must be received by the Administrative Agent prior to (a) 12:00 Noon, New York City time, three Business Days prior to the requested Borrowing Date, in the case of Eurodollar Loans, or (b) 12:00 Noon, New York City time on the Business Day of the requested Borrowing Date, in the case of ABR Loans), specifying (i) the amount and Type of Revolving Loans to be borrowed, (ii) the requested Borrowing Date and (iii) in the case of Eurodollar Loans, the respective amounts of each such Type of Loan and the respective lengths of the initial Interest Period therefor. Each borrowing under the Revolving Commitments shall be in an amount equal to (x) in the case of ABR Loans, $500,000 or a whole multiple thereof (or, if the then aggregate Available Revolving Commitments are less than $500,000, such lesser amount) and (y) in the case of Eurodollar Loans, $2,500,000 or a whole multiple of $500,000 in excess thereof. Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Revolving Lender thereof. Each Revolving Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower at the Funding Office prior to 12:00 Noon (or in the case of ABR Loans borrowed on same day notice, 2:30 P.M.), New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Notwithstanding the foregoing, solely with respect to the Revolving Loans made on the Closing Date (other than ABR Loans made on same day notice), not later than 9:00 A.M., New York

City time, on the Closing Date each Revolving Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to its pro rata share of such Revolving Loans; provided, that if any Revolving Lender has not funded its pro rata share of such Revolving Loans by 9:00 A.M., New York City time on the Closing Date and has not indicated to the Administrative Agent that it will not be funding its pro rata share of such Revolving Loans, the Administrative Agent is authorized to advance such Revolving Lender's pro rata share of such Revolving Loans; provided further, that such Revolving Lender shall fund its pro rata share of applicable Revolving Loans (including any ABR Loans made on same day notice) no later than 12:00 Noon (or in the case of ABR Loans borrowed on same day notice, 2:30 P.M.), New York City time on the Closing Date. Such borrowing will then be made available to the Borrower by the Administrative Agent crediting the account of the Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Revolving Lenders and in like funds as received by the Administrative Agent.

2.6. [Reserved](a) .

2.7. [Reserved].

2.8. Commitment Fees, etc(a) . (a) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a commitment fee for the period from and including the Closing Date to the last day of the Revolving Commitment Period, computed at the Commitment Fee Rate on the average daily amount of the Available Revolving Commitment of such Lender during the period for which payment is made, payable quarterly in arrears on each Fee Payment Date, commencing on the Amendment No. 1 Effective Date and on each such date to occur thereafter.

(b) The Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent and to perform any other obligations contained therein.

2.9. Termination or Reduction of Revolving Commitments. The Borrower shall have the right, upon not less than three Business Days' notice to the Administrative Agent, to terminate the Revolving Commitments or, from time to time, to reduce the amount of the Revolving Commitments; provided, that no such termination or reduction of Revolving Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Loans made on the effective date thereof, the Total Revolving Extensions of Credit would exceed the Total Revolving Commitments. Each notice delivered by the Borrower pursuant to this Section 2.9 shall be irrevocable; provided, that such notice may state that it is conditioned upon the effectiveness of other credit facilities, settlement of an offering of securities or a Change in Control, in each case, which such notice may be revoked by the Borrower (by notice to the Administrative Agent no later than 10:00 A.M., New York City time, on the specified effective date) if such condition is not satisfied. Any such reduction shall be in an amount equal to $1,000,000, or a whole multiple thereof, and shall reduce permanently the Revolving Commitments then in effect.

2.10. Optional Prepayments. The Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty, upon notice delivered to the Administrative Agent no later than 12:00 Noon, New York City time, three Business Days prior thereto, in the case of Eurodollar Loans, and no later than 12:00 Noon, New York City time, one Business Day prior thereto, in the case of ABR Loans, which notice shall specify the date and amount of prepayment and whether the prepayment is of Eurodollar Loans or ABR Loans; provided, that if a Eurodollar Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.20. Each notice delivered by the Borrower pursuant to this Section 2.10 shall be irrevocable; provided, that such notice may state that it is conditioned upon the occurrence of one or more events specified therein, which such notice may be revoked by the Borrower (by notice to the Administrative Agent no later than 10:00 A.M., New York City time, on the specified effective date) if such condition is not satisfied. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with (except in the case of Revolving Loans that are ABR Loans) accrued interest to such date on the amount prepaid. Partial prepayments of Term Loans shall be in an aggregate principal amount of $1,000,000 (or, if the Term Loans then outstanding are less than $1,000,000, such lesser amount). Amounts to be applied in connection with prepayments and Commitment reductions made pursuant to this Section 2.10 shall be applied, in the case of Term Loans, to the prepayment of the Term Loans in accordance with Section 2.17(b) and as directed by the Borrower (or, absent such direction, in direct order of maturity) and, in the case of Commitment reductions, to reduce permanently the Revolving Commitments.

2.11. Mandatory Prepayments. (a) If any Indebtedness shall be incurred by the Borrower or any of its Restricted Subsidiaries (excluding any Indebtedness permitted by Section 7.2 (other than Refinancing Indebtedness)), an amount equal to 100% of the Net Cash Proceeds thereof shall be applied within one Business Day of the date of such issuance or incurrence toward the prepayment of the Term Loans as set forth in Section 2.11(d).

(a) If on any date the Borrower or any of its Restricted Subsidiaries shall have received Net Cash Proceeds of at least $7,500,000 in any fiscal year from any Asset Sales or Recovery Events then, unless a Reinvestment Notice shall be delivered in respect thereof, such Net Cash Proceeds shall be applied within one Business Day of such date toward the prepayment of the Term

Loans as set forth in Section 2.11(d); provided, that notwithstanding the foregoing, on each Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied toward the prepayment of the Term Loans as set forth in Section 2.11(d).

(b) [Reserved].

(c) Partial prepayments of the Term Loans pursuant to Section 2.11 shall be applied in accordance with Section 2.17(b) first, to the next eight installments thereof scheduled to be paid in direct order, and second, to the remaining installments on a pro rata basis (other than the repayment to be made on the Maturity Date). The application of any prepayment pursuant to Section 2.11 shall be made, first, to ABR Loans and, second, to Eurodollar Loans. Each prepayment of the Loans under Section 2.11 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

(d) Notwithstanding any other provisions of Section 2.11, to the extent any or all of the Net Cash Proceeds of any Asset Sale by a Foreign Subsidiary or the Net Cash Proceeds of any Recovery Event received by a Foreign Subsidiary are prohibited or delayed by any applicable local law (including, without limitation, financial assistance, corporate benefit restrictions on upstreaming of cash intra group and the fiduciary and statutory duties of the directors of such Foreign Subsidiary) from being repatriated or passed on to or used for the benefit of the Borrower or any applicable Domestic Subsidiary or if the Borrower has determined in good faith that repatriation of any such amount to the Borrower or any applicable Domestic Subsidiary would have material adverse tax consequences (including a material acceleration of the point in time when such earnings would otherwise be taxed) with respect to such amount, the portion of such Net Cash Proceeds so affected will not be required to be applied to prepay the Term Loans at the times provided in this Section 2.11 but may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law will not permit repatriation or the passing on to or otherwise using for the benefit of the Borrower or the applicable Domestic Subsidiary, or the Borrower believes in good faith that such material adverse tax consequence would result, and once such repatriation of any of such affected Net Cash Proceeds is permitted under the applicable local law or the Borrower determines in good faith such repatriation would no longer have such material adverse tax consequences, such repatriation will be promptly effected and such repatriated Net Cash Proceeds will be promptly (and in any event not later than five Business Days after such repatriation) applied (net of additional taxes payable or reasonably estimated to be payable as a result thereof) to the prepayment of the Term Loans pursuant to Section 2.11 (provided that no such prepayment of the Term Loans pursuant to Section 2.11 shall be required in the case of any such Net Cash Proceeds the repatriation of which the Borrower believes in good faith would result in material adverse tax consequences, if on or before the date on which such Net Cash Proceeds so retained would otherwise have been required to be applied to reinvestments or prepayments pursuant to a Reinvestment Notice, the Borrower applies an amount equal to the amount of such Net Cash Proceeds to such reinvestments or prepayments as if such Net Cash Proceeds had been received by the Borrower rather than such Foreign Subsidiary, less the amount of additional taxes that would have been payable or reserved against if such Net Cash Proceeds had been repatriated (or, if less, the Net Cash Proceeds that would be calculated if received by such Foreign Subsidiary).

(e) Notwithstanding anything to the contrary contained in this Section 2.11, if any Term Lender shall notify the Administrative Agent (i) on the date of such prepayment, with respect to any prepayment under Section 2.11(a) or (b) or (ii) at least one Business Day prior to the date of a prepayment under Section 2.11(c) that it wishes to decline its share of such prepayment, such share (the "Declined Prepayment Amount") may be retained by the Borrower.

2.12. Conversion and Continuation Options. (a) The Borrower may elect from time to time to convert Eurodollar Loans to ABR Loans by giving the Administrative Agent prior irrevocable notice in the form of Exhibit G of such election no later than 1:00 P.M., New York City time, on the Business Day preceding the proposed conversion date; provided, that any such conversion of Eurodollar Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert ABR Loans to Eurodollar Loans by giving the Administrative Agent prior irrevocable notice in the form of Exhibit G of such election no later than 1:00 P.M., New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor); provided, that no ABR Loan under a particular Facility may be converted into a Eurodollar Loan when any Event of Default has occurred and is continuing and the Administrative Agent or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

(a) Any Eurodollar Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving irrevocable notice to the Administrative Agent in the form of Exhibit G, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans; provided, that no Eurodollar Loan under a particular Facility may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such continuations; provided further, that if the Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

2.13. Limitations on Eurodollar Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Eurodollar Loans and all selections of Interest Periods shall be in such amounts and

be made pursuant to such elections so that no more than ten Eurodollar Tranches shall be outstanding at any one time.

2.14. Interest Rates and Payment Dates. (a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such day plus the Applicable Margin.

(a) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(b) (i) If all or a portion of the principal amount of any Loan or Reimbursement Obligation shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), all outstanding overdue Loans and Reimbursement Obligations shall bear interest at a rate per annum equal to (x) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section plus 2.0% or (y) in the case of Reimbursement Obligations, the rate applicable to ABR Loans under the Revolving Facility plus 2.0%, and (ii) if all or a portion of any interest payable on any Loan or Reimbursement Obligation or any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then applicable to ABR Loans under the relevant Facility plus 2.0% (or, in the case of any such other amounts that do not relate to a particular Facility, the rate then applicable to ABR Loans under the Revolving Facility plus 2%), in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (as well after as before judgment).

(c) Interest shall be payable in arrears on each Interest Payment Date; provided, that interest accruing pursuant to paragraph (c) of this Section shall be payable from time to time on demand.

2.15. Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurodollar Rate shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(a) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.14(a).

2.16. Inability to Determine Interest Rate. If prior to the first day of any Interest Period:

(a) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower in the absence of manifest error) that, by reason of circumstances affecting the relevant market, adequate and reasonable means (including, without limitation, by means of an Interpolated Rate) do not exist for ascertaining the Eurodollar Base Rate or the Eurodollar Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Majority Facility Lenders in respect of the relevant Facility that the Eurodollar Base Rate or the Eurodollar Rate, as applicable, determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (x) any Eurodollar Loans under the relevant Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurodollar Loans shall be continued as ABR Loans and (z) any outstanding Eurodollar Loans under the relevant Facility shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent, no further Eurodollar Loans under the relevant Facility shall be made or continued as such, nor shall the Borrower have the right to convert Loans under the relevant Facility to Eurodollar Loans.

2.17. Payments Generally; Pro Rata Treatment; Sharing of Set-offs. (a) Each borrowing by the Borrower from the Lenders hereunder, each payment by the Borrower on account of any commitment fee and any reduction of the Commitments of the Lenders shall be made pro rata according to the respective Term Percentages or Revolving Percentages, as the case may be, of the relevant Lenders.

(a) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Term Loans shall be made pro rata according to the respective outstanding principal amounts of the Term Loans then held by the Term Lenders. The amount of each principal prepayment of the Term Loans shall be applied to reduce the then remaining installments of the Term Loans, pro rata based upon the respective then remaining principal amounts thereof. Except as otherwise may be agreed by

the Administrative Agent and the Required Lenders, any prepayment of Loans shall be applied to the then outstanding Term Loans on a pro rata basis regardless of Type. Amounts prepaid on account of the Term Loans may not be reborrowed. For the avoidance of doubt, no payment made to any Lender pursuant to Section 2.26 shall be subject to this Section 2.17(b).

(b) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Revolving Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Loans then held by the Revolving Lenders.

(c) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to each relevant Lender promptly upon receipt in like funds as received, net of any amounts owing by such Lender pursuant to Section 9.7. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(d) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon, at a rate equal to the greater of (i) the Federal Funds Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans under the relevant Facility, on demand, from the Borrower.

(e) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

(f) If any Lender shall fail to make any payment required to be made by it pursuant to Sections 2.4, 3.1, 2.17(e), 2.17(f) or 9.7, then the Administrative Agent may, in its discretion and notwithstanding any contrary provision hereof, (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender for the benefit of the Administrative Agent, the Issuing Lender to satisfy such Lender's obligations to it under such Section until all such unsatisfied obligations are fully paid, and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender under any such Section, in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

2.18. Requirements of Law. (a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the Amendment Signing Date:

(i) shall subject any Lender to any Tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any Application or any Eurodollar Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for the excluded taxes described in the first sentence of Section 2.19, taxes imposed pursuant to FATCA and changes in the rate of tax on the overall net income of such Lender);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurodollar Rate; or

(iii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender deems to be material, of

making, converting into, continuing or maintaining Eurodollar Loans (or, in the case of (i), any Loan) or issuing or participating in Letters of Credit, or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, within 10 days after receipt of an invoice therefor, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or liquidity or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy or liquidity (whether or not having the force of law) from any Governmental Authority made subsequent to the Amendment Signing Date shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy or liquidity) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) 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, in each case shall be deemed to be a change in a Requirement of Law, regardless of the date enacted, adopted or issued.

(d) A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Section, the Borrower shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than nine months prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; provided, that if the circumstances giving rise to such claim have a retroactive effect, then such nine-month period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.19. Taxes. (a) All payments made by or on behalf of any Loan Party under this Agreement or any other Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto ("Taxes"), excluding net income taxes, franchise taxes (imposed in lieu of net income taxes), branch-level income tax and branch profits taxes imposed on the Administrative Agent or any Lender by the United States (or any jurisdiction thereof) or as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document); provided, that if any such non-excluded Taxes ("Non-Excluded Taxes") or Other Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender as determined in good faith by the applicable withholding agent, (i) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (ii) the amounts so payable by the applicable Loan Party to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement as if such withholding or deduction had not been made; provided further, that the Borrower shall not be required to increase any such amounts payable to the Administrative Agent or any Lender with respect to any Non-Excluded Taxes (w) that are attributable to such Lender's failure to comply with the requirements of paragraph (e) or (f) of this Section (x) that are United States withholding taxes imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement, or designates a new lending office except to the extent that such Lender (or its assignor if any) was entitled, at the time of such change in lending office (or assignment), to receive additional amounts from the Borrower with respect to such Non-Excluded Taxes pursuant to this paragraph or (y) that are imposed pursuant to FATCA.

(a) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(b) Whenever any Taxes are payable by the Borrower pursuant to this Section 2.19, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof. If (i) the Borrower fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority, (ii) the Borrower fails to remit to the Administrative Agent the required receipts or other required documentary evidence or (iii) any Non-Excluded Taxes or Other

Taxes are imposed directly upon the Administrative Agent or any Lender, the Borrower shall indemnify the Administrative Agent and the Lenders for any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure, in the case of (i) and (ii), or any such direct imposition of tax, excluding interest and penalties caused by the willful misconduct or gross negligence of the Administrative Agent or any Lender, in the case of (iii).

(c) Each Lender shall indemnify the Administrative Agent for the full amount of any taxes, levies, imposts, duties, charges, fees, deductions, withholdings or similar charges imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith. 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.

(d) Any Lender that is entitled to an exemption from or reduction of withholding tax, backup withholding tax or information reporting requirements under the law of any applicable jurisdiction with respect to payments under the Loan Documents shall deliver to the Borrower and the Administrative Agent at any time or times reasonably requested by such Borrower or the Administrative Agent, such properly completed and executed documentation as prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent to permit such payments to be made without such withholding tax or at a reduced rate and to enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

Without limiting the generality of the foregoing, any Lender that is not a "United States person" as defined in Section 7701(a)(30) of the Code (a "Non-U.S. Lender") shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent, but only if such Non-U.S. Lender is legally entitled to do so), whichever of the following is applicable:

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

(ii) duly completed signed originals of Internal Revenue Service Form W-8ECI (or any successor forms),

(iii) 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 signed original certificate, in substantially the form of Exhibit E-1, or any other form approved by the Administrative Agent and the Borrower, to the effect that 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 the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code, and that no payments in connection with the Loan Documents are effectively connected with such Non-U.S. Lender's conduct of a United States trade or business and (y) duly completed signed originals of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor forms),

(iv) 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), a signed original Internal Revenue Service Form W-8IMY, accompanied by a signed original Form W-8ECI, W-8BEN, W-8BEN-E, a certificate in substantially the form of Exhibit E-2, Exhibit E-3 or Exhibit E-4, as applicable, 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 partners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a certificate, in substantially the form of Exhibit E-2, on behalf of such beneficial owner(s), or

(v) any other form prescribed by applicable laws as a basis for claiming exemption from or a reduction in United States federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable requirements of law to permit the Borrower and the Administrative Agent to determine the withholding or deduction required to be made.

Any Lender that is a "United States person" (within the meaning of Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter as prescribed by applicable law or upon the request of the Borrower or the Administrative Agent), duly executed and properly completed copies of Internal Revenue Service Form W-9 certifying that it is not subject to backup withholding.

Each Lender shall, from time to time after the initial delivery by Lender of the forms described above, whenever a lapse in time or change in such Lender's circumstances renders such forms, certificates or other evidence so delivered obsolete, expired or inaccurate, promptly (1) deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) renewals, amendments or additional or successor forms, properly completed and duly executed by such Lender, together with any other certificate or statement of exemption required in order to confirm or establish such Non-U.S. Lender's status or that such Lender is entitled to an exemption from or reduction in withholding tax or backup withholding tax with respect to payments under any Loan Document or (2) notify the Administrative Agent and the Borrower of the invalidity of any previously delivered forms, certifications, or other evidence (including invalidity due to a change in the Lender's status as the beneficial owner (for United States tax purposes) of any payments (or portions thereof) due under the Loan Documents) and its

inability to deliver any such forms, certificates or other evidence.

Each Lender on or prior to the date on which such Lender becomes a Lender hereunder and from time to time thereafter, either upon the request of the Borrower or the Administrative Agent or its agents or upon the expiration or obsolescence of any previously delivered documentation, shall furnish to the Borrower and the Administrative Agent any documentation that is required under FATCA (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent to enable the Borrower or the Administrative Agent to determine and execute its obligations, duties and liabilities with respect to FATCA, including but not limited to any Taxes it may be required to withhold in respect of FATCA. Solely for purposes of this paragraph, "FATCA" shall include any amendments made to FATCA after the Amendment No. 1 Effective Date.

(e) A Lender that is entitled to an exemption from or reduction of non-United States withholding tax with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or 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; provided, that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender's judgment such completion, execution or submission would not materially prejudice the legal position of such Lender.

(f) If the Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which a Loan Party has paid additional amounts pursuant to this Section 2.19, 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 2.19 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Loan Party, upon the request of the Administrative Agent or such 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 or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to any Loan Party or any other Person.

(g) The Borrower and the Administrative Agent shall reasonably cooperate to provide any information reasonably requested by the Borrower or the Administrative Agent, respectively, for the purpose of complying with the requirements of Code Sections 1271 through 1275 and the Treasury Regulations promulgated thereunder. Neither the Borrower nor the Administrative agent shall indemnify each other or any other Person with respect to, or provide any guarantee concerning the accuracy of, information provided pursuant to the preceding sentence.

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

2.20. Indemnity. The Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of or conversion from Eurodollar Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment (including any payment made to a Lender in connection with a forced assignment by such Lender of Loans in accordance with Section 2.22(b) or Section 10.1) of Eurodollar Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. A certificate as to any amounts payable pursuant to this Section submitted to the Borrower by any Lender shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder. Notwithstanding the foregoing, no Lender shall demand, and the Borrower shall not be obligated to make to any Lender, any funding loss payments pursuant to this Section 2.20 with respect to the payment of accrued interest on the Amendment No. 1 Effective Date with respect to Existing Term Loans.

2.21. Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.18 or 2.19(a) with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided, that such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no material

economic, legal or regulatory disadvantage; provided further, that nothing in this Section shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.18 or 2.19(a).

2.22. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.18, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.19(a), then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.18 or 2.19(a), as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under Section 2.18, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.19(a), or if any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon three Business Days' written notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.6; provided that such Lender shall be deemed to have executed the applicable Assignment and Assumption), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided, that (i) the Borrower shall have received the prior written consent of the Administrative Agent (and if a Commitment is being assigned, the Issuing Lender), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in L/C Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including amounts payable pursuant to Section 2.20), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.18 or payments required to be made pursuant to Section 2.19(a), such assignment will result in a reduction in such compensation or payments. A 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 otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

2.23. 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 2.8(a);

(b) the Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.1); provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender affected thereby;

(c) if any L/C Obligation exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the L/C Obligation of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Aggregate Exposure Percentages but only to the extent the sum of all non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's L/C Obligation does not exceed the total of all non-Defaulting Lenders' Commitments;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within three Business Days following notice by the Administrative Agent, cash collateralize for the benefit of the Issuing Lender only the Borrower's obligations corresponding to such Defaulting Lender's L/C Obligation (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 8 for so long as such L/C Obligation is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's L/C Obligation pursuant to Section 2.23(c), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.3(a) with respect to such Defaulting Lender's L/C Obligation during the period such Defaulting Lender's L/C Obligation is cash collateralized;

(iv) if the L/C Obligation of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.8(a) and Section 3.3(a) shall be adjusted in accordance with such non-Defaulting Lenders' Aggregate Exposure Percentages; and

(v) if all or any portion of such Defaulting Lender's L/C Obligation is neither reallocated nor cash collateralized pursuant to Section 2.23, then, without prejudice to any rights or remedies of the Issuing Lender or any other 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 L/C Obligation) and letter of credit fees payable under Section 3.3(a) with respect to such

Defaulting Lender's L/C Obligation shall be payable to the Issuing Lender until and to the extent that such L/C Obligation is reallocated and/or cash collateralized; and

(d) so long as such 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 and the Defaulting Lender's then outstanding L/C Obligation will be 100% covered by the Commitments of the non-Defaulting Lenders, including obligations to participate in Letters of Credit, and/or cash collateral will be provided by the Borrower in accordance with Section 2.23(c), and participating interests in any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.23(c)(i) (and such Defaulting Lender shall not participate therein).

In the event that the Administrative Agent, the Borrower 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 L/C Obligation 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 Aggregate Exposure Percentage.

2.24. Incremental Facility. (a) The Borrower may from time to time amend this Agreement in order to provide to the Borrower additional revolving loan facilities and/or increased revolving commitments in respect of the Revolving Facility or any other existing revolving facility hereunder (each, an "Incremental Revolving Facility" and loans pursuant thereto "Incremental Revolving Loans") and additional term loan facilities hereunder (each, an "Incremental Term Facility" and loans pursuant thereto "Incremental Term Loans"; together with any Incremental Revolving Facility, the "Incremental Facilities"), provided that (i) the aggregate principal amount of the Incremental Facilities shall not exceed $200,000,000, plus additional amounts to the extent the Consolidated First Lien Net Leverage Ratio (determined (x) on a pro forma basis after giving effect to the provision of such Incremental Facility, (y) assuming such Incremental Facility is fully drawn as of such date and (z) disregarding the proceeds of such Incremental Facility in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)) as of the last day of the most recently ended fiscal quarter for which financial statements have been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) is less than 2.50:1.00, (ii) each Incremental Facility shall be in a minimum aggregate principal amount of $25,000,000, (iii) the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 7.1 after giving effect to the incurrence of such Incremental Facility, such compliance to be determined (x) on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) as though such incurrence had been consummated as of the first day of the fiscal period covered thereby, (y) assuming such Incremental Facility is fully drawn as of such date and (z) disregarding the proceeds of such Incremental Facility in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation) and (iv) at the time and after giving effect to the incurrence of any Incremental Facility, no Event of Default shall have occurred and be continuing; provided that, in the event that any tranche of an Incremental Term Facility is used to finance a Limited Conditionality Acquisition and to the extent the Additional Lenders participating in such tranche of an Incremental Term Facility agree, the foregoing clause (iv) shall be tested solely at the time of the execution of the acquisition agreement or other similar document having similar effect related to such Limited Conditionality Acquisition. The Loans and Commitments in respect of any Incremental Facility and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that are secured by the Collateral and guaranteed on a pari passu basis with all other applicable Obligations under this Agreement and the other Loan Documents. Each Incremental Term Facility must have a weighted average life to maturity which is the same or longer than the then remaining weighted average life to maturity of the Term Facility (provided that any Incremental Term Facility may amortize in an amount such that it is fungible with the Term Loan Facility) and a final maturity no earlier than the Final Maturity Date. Incremental Facilities will be entitled to prepayments and voting rights on the same basis as the comparable Facility unless the applicable Incremental Facility Amendment specifies a lesser treatment. Each Incremental Revolving Facility shall have a final maturity no earlier than the Final Revolving Termination Date. The Applicable Margin (including all upfront or similar fees or original issue discount payable to all Lenders providing such Incremental Facility and any Eurodollar or ABR floor applicable to such Incremental Facility) relating to such Incremental Facility shall be on such terms as are reasonably satisfactory to the Administrative Agent, the Borrower and the Lenders providing such Incremental Facility. The terms of the applicable Incremental Facility shall be as set forth in the applicable Incremental Facility Amendment; provided that (i) other than amortization (with respect to any Incremental Term Facility), pricing or maturity date, each Incremental Facility shall have the same terms as the Term Facility or the Revolving Facility, as applicable, or such terms as are reasonably satisfactory to the Administrative Agent and the Borrower and (ii) no Incremental Revolving Facility shall have any amortization. In the case of any Incremental Revolving Facility that increases the commitments under the Revolving Facility or any other existing revolving credit facility hereunder, the manner in which such increase is implemented shall be reasonably satisfactory to the Administrative Agent. At no time shall there be Revolving Commitments hereunder (including revolving commitments in respect of any Incremental Revolving Facility, Extended Revolving Commitments and any original Revolving Commitments) that have more than four different maturity dates.

(a) An Incremental Facility shall be made available hereunder upon delivery to the Administrative Agent of notice thereof executed by the Borrower. Any additional bank, financial institution, existing Lender or other Person that elects to extend

loans or commitments under an Incremental Facility shall be reasonably satisfactory to the Borrower (any such bank, financial institution, existing Lender or other Person being called an "Additional Lender") and, if not already a Lender, shall (i) be subject to the consent (not to be unreasonably withheld or delayed) of the Administrative Agent, the Issuing Lender (to the extent such consent would be required with respect to an assignment to such Additional Lender pursuant to Section 10.6) and (ii) become a Lender under this Agreement pursuant to an amendment (an "Incremental Facility Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, each Additional Lender and the Administrative Agent. No Incremental Facility Amendment shall require the consent of any Lenders other than the Additional Lenders with respect to such Incremental Facility Amendment. No Lender shall be obligated to provide any Incremental Facility, unless it so agrees. Commitments in respect of any Incremental Facility shall become Commitments under this Agreement. An Incremental Facility Amendment may, without the consent of any other Lenders, effect such amendments to any Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section (including to provide for voting provisions applicable to the Additional Lenders). The effectiveness of any Incremental Facility Amendment shall, unless otherwise agreed to by the Administrative Agent and the Additional Lenders, be subject to the satisfaction on the date thereof (each, an "Incremental Facility Closing Date") that at the time and after giving effect to the incurrence of any Incremental Facility and the use of proceeds thereof, each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (or in all respects if qualified by materiality) on and as of such date as if made on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects if qualified by materiality) on and as of such earlier date; provided that, in the event that any tranche of an Incremental Term Facility is used to finance a Limited Conditionality Acquisition and to the extent the Additional Lenders participating in such tranche of an Incremental Term Facility agree, the foregoing shall be limited to customary "specified representations" and those representations included in the acquisition agreement or other document having similar effect related to such Limited Conditionality Acquisition that are material to the interests of the Lenders and only to the extent that the Borrower or its applicable Subsidiary has the right to terminate its obligations (or decline to consummate the acquisition) under such agreement as a result of a breach of such representations. The proceeds of any Incremental Facility will be used only for general corporate purposes (including, for the avoidance of doubt, Permitted Acquisitions and other Investments and Restricted Payments).

2.25. Extensions of Term Loans and Revolving Commitments. (a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an "Extension Offer") made from time to time by the Borrower to all Lenders of Term Loans with a like maturity date or Revolving Commitments with a like maturity date, in each case on a pro rata basis (based on the aggregate outstanding principal amount of the respective Term Loans or Revolving Commitments with a like maturity date, as the case may be) and on the same terms to each such Lender, the Borrower is hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in such Extension Offers to extend the maturity date of each such Lender's Term Loans and/or Revolving Commitments and otherwise modify the terms of such Term Loans and/or Revolving Commitments pursuant to the terms of the relevant Extension Offer (including by increasing the interest rate or fees payable in respect of such Term Loans and/or Revolving Commitments (and related outstandings) and/or modifying the amortization schedule in respect of such Lender's Term Loans) (each, an "Extension", and each group of Term Loans or Revolving Commitments, as applicable, in each case as so extended, as well as the original Term Loans and the original Revolving Commitments (in each case not so extended), being a "tranche"; any Extended Term Loans shall constitute a separate tranche of Term Loans from the tranche of Term Loans from which they were converted, and any Extended Revolving Commitments shall constitute a separate tranche of Revolving Commitments from the tranche of Revolving Commitments from which they were converted), so long as the following terms are satisfied: (i) no Default or Event of Default shall have occurred and be continuing at the time the offering document in respect of an Extension Offer is delivered to the Lenders, (ii) except as to interest rates, fees and final maturity (which shall be determined by the Borrower and set forth in the relevant Extension Offer), the Revolving Commitment of any Revolving Lender that agrees to an extension with respect to such Revolving Commitment extended pursuant to an Extension (an "Extended Revolving Commitment"; and the Loans thereunder, "Extended Revolving Loans"), and the related outstandings, shall be a Revolving Commitment (or related outstandings, as the case may be) with the same terms as the original Revolving Commitments (and related outstandings); provided that (x) subject to the provisions of Section 3.1(c) to the extent dealing with Letters of Credit which mature or expire after a maturity date when there exist Extended Revolving Commitments with a longer maturity date, all Letters of Credit shall be participated in on a pro rata basis by all Lenders with Revolving Commitments in accordance with their Revolving Percentages (and except as provided in Section 3.1(c), without giving effect to changes thereto on an earlier maturity date with respect to Letters of Credit theretofore incurred or issued) and all borrowings under Revolving Commitments and repayments thereunder shall be made on a pro rata basis (except for (A) payments of interest and fees at different rates on Extended Revolving Commitments (and related outstandings) and (B) repayments required upon the maturity date of the non-extending Revolving Commitments) and (y) at no time shall there be Revolving Commitments hereunder (including Extended Revolving Commitments, any revolving commitments under any Incremental Revolving Facility and any original Revolving Commitments) that have more than four different maturity dates, (iii) except as to interest rates, fees, amortization, final maturity date, premium, required prepayment dates and participation in prepayments (which shall, subject to immediately succeeding clauses (iv), (v) and (vi), be determined between the Borrower and set forth in the relevant Extension Offer), the Term Loans of any Term Lender that agrees to an extension with respect to such Term Loans extended pursuant to any Extension ("Extended Term Loans") shall have the same terms as the tranche of Term Loans subject to such Extension Offer until the maturity of such Term Loans, (iv) the final maturity date of any

Extended Term Loans shall be no earlier than the then latest maturity date hereunder and the amortization schedule applicable to Term Loans pursuant to Section 2.3 for periods prior to the Term Loan Maturity Date, as applicable, may not be increased, (v) the weighted average life of any Extended Term Loans shall be no shorter than the remaining weighted average life of the Term Loans extended thereby, (vi) any Extended Term Loans may participate on a pro rata basis or a less than pro rata basis (but not greater than a pro rata basis) in any voluntary or mandatory repayments or prepayments hereunder, in each case as specified in the respective Extension Offer, (vii) if the aggregate principal amount of Term Loans (calculated on the face amount thereof) or Revolving Commitments, as the case may be, in respect of which Term Lenders or Revolving Lenders, as the case may be, shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Term Loans or Revolving Commitments, as the case may be, offered to be extended by the Borrower pursuant to such Extension Offer, then the Term Loans or Revolving Loans, as the case may be, of such Term Lenders or Revolving Lenders, as the case may be, shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Term Lenders or Revolving Lenders, as the case may be, have accepted such Extension Offer, (viii) all documentation in respect of such Extension shall be consistent with the foregoing, (ix) any applicable Minimum Extension Condition shall be satisfied unless waived by the Borrower and (x) the Minimum Tranche Amount shall be satisfied unless waived by the Administrative Agent.

(a) With respect to all Extensions consummated by the Borrower pursuant to this Section, (i) such Extensions shall not constitute voluntary or mandatory payments or prepayments for purposes of Sections 2.9, 2.10, 2.11 or 2.17 and (ii) no Extension Offer is required to be in any minimum amount or any minimum increment; provided that (x) the Borrower may at its election specify as a condition (a "Minimum Extension Condition") to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrower's sole discretion and may be waived by the Borrower) of Term Loans or Revolving Commitments (as applicable) of any or all applicable tranches be tendered and (y) no tranche of Extended Term Loans shall be in an amount of less than $50,000,000 (or, if less, the then aggregate outstanding amount of the Term Loans) (the "Minimum Tranche Amount"), unless such Minimum Tranche Amount is waived by the Administrative Agent. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Term Loans and/or Extended Revolving Commitments on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including Sections 2.9, 2.10, 2.11 or 2.17 or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section.

(b) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than (A) the consent of each Lender agreeing to such Extension with respect to one or more of its Term Loans and/or Revolving Commitments (or a portion thereof) and (B) with respect to any Extension of the Revolving Commitments, the consent of the Issuing Lender, which consent shall not be unreasonably withheld or delayed. All Extended Term Loans, Extended Revolving Commitments and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that are secured by the Collateral and guaranteed on a pari passu basis with all other applicable Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents with the Borrower as may be necessary in order to establish new tranches or sub-tranches in respect of Revolving Commitments or Term Loans so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section. Without limiting the foregoing, in connection with any Extensions the respective Loan Parties shall (at their expense) amend (and the Administrative Agent is hereby directed to amend) any Mortgage that has a maturity date prior to the then latest maturity date so that such maturity date is extended to the then latest maturity date (or such later date as may be advised by local counsel to the Administrative Agent).

(c) In connection with any Extension, the Borrower shall provide the Administrative Agent at least five Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section.

2.26. Prepayments Below Par. (a) Notwithstanding anything to the contrary set forth in this Agreement (including Sections 2.17 or 10.7) or any other Loan Document, the Borrower shall have the right at any time and from time to time to prepay Term Loans to the Lenders at a discount to the par value of such Loans and on a non pro rata basis (each, a "Discounted Voluntary Prepayment") pursuant to the procedures described in this Section 2.26; provided that (A) on the date of the Discounted Prepayment Option Notice and after giving effect to the Discounted Voluntary Prepayment, there shall be no outstanding Revolving Loans, (B) any Discounted Voluntary Prepayment shall be offered to all Term Lenders of a particular tranche on a pro rata basis, (C) the Borrower shall deliver to the Administrative Agent, together with each Discounted Prepayment Option Notice, a certificate of a Responsible Officer of the Borrower (1) stating that no Event of Default has occurred and is continuing or would result from the Discounted Voluntary Prepayment, (2) containing a customary representation and warranty that there is no material non-public information as of such date, (3) stating that each of the conditions to such Discounted Voluntary Prepayment contained in this Section 2.26 has been satisfied and (4) specifying the aggregate principal amount of

Term Loans to be prepaid pursuant to such Discounted Voluntary Prepayment and (D) the aggregate amount of Term Loans prepaid pursuant to this Section 2.26 (valued at the par amount thereof) shall not exceed $100,000,000.

(a) To the extent the Borrower seeks to make a Discounted Voluntary Prepayment, the Borrower will provide written notice to the Administrative Agent substantially in the form of Exhibit I hereto (each, a "Discounted Prepayment Option Notice") that the Borrower desires to prepay Term Loans in an aggregate principal amount specified therein by the Borrower (each, a "Proposed Discounted Prepayment Amount"), in each case at a discount to the par value of such Loans as specified below. The Proposed Discounted Prepayment Amount of any Loans shall not be less than $10,000,000 (unless otherwise agreed by the Administrative Agent). The Discounted Prepayment Option Notice shall further specify with respect to the proposed Discounted Voluntary Prepayment (A) the Proposed Discounted Prepayment Amount for Loans to be prepaid, (B) a discount range (which may be a single percentage) selected by the Borrower with respect to such proposed Discounted Voluntary Prepayment equal to a percentage of par of the principal amount of the Loans to be prepaid (the "Discount Range"), and (C) the date by which Lenders are required to indicate their election to participate in such proposed Discounted Voluntary Prepayment, which shall be at least five Business Days following the date of the Discounted Prepayment Option Notice (the "Acceptance Date").

(b) Upon receipt of a Discounted Prepayment Option Notice, the Administrative Agent shall promptly notify each applicable Lender thereof. On or prior to the Acceptance Date, each such Lender may specify by written notice substantially in the form of Exhibit J hereto (each, a "Lender Participation Notice") to the Administrative Agent (A) a maximum discount to par (the "Acceptable Discount") within the Discount Range (for example, a Lender specifying a discount to par of 20% would accept a purchase price of 80% of the par value of the Loans to be prepaid) and (B) a maximum principal amount (subject to rounding requirements specified by the Administrative Agent) of the Loans to be prepaid held by such Lender with respect to which such Lender is willing to permit a Discounted Voluntary Prepayment at the Acceptable Discount ("Offered Loans"). Based on the Acceptable Discounts and principal amounts of the Loans to be prepaid specified by the Lenders in the applicable Lender Participation Notice, the Administrative Agent, in consultation with the Borrower, shall determine the applicable discount for such Loans to be prepaid (the "Applicable Discount"), which Applicable Discount shall be (A) the percentage specified by the Borrower if the Borrower has selected a single percentage pursuant to Section 2.26(b) for the Discounted Voluntary Prepayment or (B) otherwise, the highest Acceptable Discount at which the Borrower can pay the Proposed Discounted Prepayment Amount in full (determined by adding the principal amounts of Offered Loans commencing with the Offered Loans with the highest Acceptable Discount); provided that in the event that such Proposed Discounted Prepayment Amount cannot be repaid in full at any Acceptable Discount, the Applicable Discount shall be the lowest Acceptable Discount specified by the Lenders that is within the Discount Range. The Applicable Discount shall be applicable for all Lenders who have offered to participate in the Voluntary Discounted Prepayment and have Qualifying Loans (as defined below). Any Lender with outstanding Loans to be prepaid whose Lender Participation Notice is not received by the Administrative Agent by the Acceptance Date shall be deemed to have declined to accept a Discounted Voluntary Prepayment of any of its Loans at any discount to their par value within the Applicable Discount.

(c) The Borrower shall make a Discounted Voluntary Prepayment by prepaying those Loans to be prepaid (or the respective portions thereof) offered by the Lenders ("Qualifying Lenders") that specify an Acceptable Discount that is equal to or greater than the Applicable Discount ("Qualifying Loans") at the Applicable Discount; provided that if the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would exceed the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay such Qualifying Loans ratably among the Qualifying Lenders based on their respective principal amounts of such Qualifying Loans (subject to rounding requirements specified by the Administrative Agent). If the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would be less than the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay all Qualifying Loans.

(d) Each Discounted Voluntary Prepayment shall be made within five Business Days of the Acceptance Date (or such later date as the Administrative Agent shall reasonably agree, given the time required to calculate the Applicable Discount and determine the amount and holders of Qualifying Loans), without premium or penalty (and not subject to Section 2.20), upon irrevocable notice substantially in the form of Exhibit K hereto (each a "Discounted Voluntary Prepayment Notice"), delivered to the Administrative Agent no later than 1:00 p.m. New York City Time, three Business Days prior to the date of such Discounted Voluntary Prepayment, which notice shall (i) specify the date and amount of the Discounted Voluntary Prepayment and the Applicable Discount determined by the Administrative Agent, (ii) provide a customary representation and warranty that there is no material non-public information at the time of such purchase or a statement that such representation and warranty cannot be made at such time and (iii) state that no Event of Default has occurred and is continuing or would result from the Discounted Voluntary Prepayment. Upon receipt of any Discounted Voluntary Prepayment Notice, the Administrative Agent shall promptly notify each relevant Lender thereof. If any Discounted Voluntary Prepayment Notice is given, the amount specified in such notice shall be due and payable to the applicable Lenders, subject to the Applicable Discount on the applicable Loans, on the date specified therein together with accrued interest (on the par principal amount) to but not including such date on the amount prepaid. The par principal amount of each Discounted Voluntary Prepayment of a Term Loan shall be applied ratably to reduce the remaining installments of such Term Loans.

(e) To the extent not expressly provided for herein, each Discounted Voluntary Prepayment shall be consummated pursuant to reasonable procedures (including as to timing, rounding, minimum amounts, Type and Interest Periods and calculation of Applicable Discount in accordance with Section 2.26(c) above) established by the Administrative Agent and the Borrower.

(f) Prior to the delivery of a Discounted Voluntary Prepayment Notice, (A) upon written notice to the Administrative Agent, the Borrower may withdraw or modify its offer to make a Discounted Voluntary Prepayment pursuant to any Discounted Prepayment Option Notice and (B) no Lender may withdraw its offer to participate in a Discounted Voluntary Prepayment pursuant to any Lender Participation Notice unless the terms of such proposed Discounted Voluntary Prepayment have been modified by the Borrower after the date of such Lender Participation Notice. Within one Business Day of delivery of a Discounted Voluntary Prepayment Notice, a Lender may withdraw its offer to participate in a Discounted Voluntary Prepayment solely if the Borrower is unable to provide a customary representation and warranty in the Discounted Voluntary Prepayment Notice that there is no material non-public information.

(g) Nothing in this Section 2.26 shall require the Borrower to undertake any Discounted Voluntary Prepayment.

SECTION 3. LETTERS OF CREDIT

3.1. L/C Commitment. (a) Subject to the terms and conditions hereof, the Issuing Lender, in reliance on the agreements of the other Revolving Lenders set forth in Section 3.4(a), agrees to issue standby letters of credit ("Letters of Credit") for the account of the Borrower or the Subsidiaries listed on Schedule 3.1 (as such schedule may be updated from time to time to the satisfaction of the Issuing Lender), and to amend or extend Letters of Credit previously issued by it, on any Business Day during the Revolving Commitment Period in such form as may be approved from time to time by the Issuing Lender; provided, that the Issuing Lender shall have no obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed the L/C Commitment or (ii) the aggregate amount of the Available Revolving Commitments would be less than zero. Each Letter of Credit shall (i) be denominated in Dollars and (ii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date that is five Business Days prior to the Revolving Termination Date; provided that any Letter of Credit with a one-year term may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (y) above); provided further, that in the event any such Letter of Credit is renewed beyond the date referred to in clause (y) above, such Letter of Credit shall be cash collateralized or otherwise credit supported to the reasonable satisfaction of the Administrative Agent and the Issuing Lender on or prior to the date that is five Business Days prior to the Revolving Termination Date.

(a) The Issuing Lender shall not at any time be obligated to issue or amend any Letter of Credit if such issuance or amendment would conflict with, or cause the Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

(b) If the maturity date in respect of any tranche of Revolving Commitments occurs prior to the expiration of any Letter of Credit, then (i) if one or more other tranches of Revolving Commitments in respect of which the maturity date shall not have occurred are then in effect, (x) the outstanding Revolving Loans shall be repaid pursuant to Section 2.10 on such maturity date in an amount sufficient to permit the reallocation of the L/C Obligations relating to the outstanding Letters of Credit contemplated by clause (y) below and (y) such Letters of Credit shall automatically be deemed to have been issued (including for purposes of the obligations of the Revolving Lenders to purchase participations therein and to make payments in respect thereof pursuant to Section 3.4) under (and ratably participated in by Lenders pursuant to) the Revolving Commitments in respect of such non-terminating tranches up to an aggregate amount not to exceed the aggregate principal amount of the Revolving Commitments in respect of such non-terminating tranches at such time (it being understood that (A) the participations therein of Revolving Lenders under the maturing tranche shall be correspondingly released and (B) no partial face amount of any Letter of Credit may be so reallocated) and (ii) to the extent not reallocated pursuant to immediately preceding clause (i), but without limiting the obligations with respect thereto, the Borrower shall cash collateralize any such Letter of Credit in a manner reasonably satisfactory to the Administrative Agent and the Issuing Lender. If, for any reason, such cash collateral is not provided or the reallocation does not occur, the Revolving Lenders under the maturing tranche shall continue to be responsible for their participating interests in the Letters of Credit; provided that, notwithstanding anything to the contrary contained herein, upon any subsequent repayment of the Revolving Loans, the reallocation set forth in clause (i) shall automatically and concurrently occur to the extent of such repayment (it being understood that no partial face amount of any Letter of Credit may be so reallocated). Except to the extent of reallocations of participations pursuant to clause (i) of the second preceding sentence, the occurrence of a maturity date with respect to a given tranche of Revolving Commitments shall have no effect upon (and shall not diminish) the percentage participations of the Revolving Lenders in any Letter of Credit issued before such maturity date. Commencing with the maturity date of any tranche of Revolving Commitments, the sublimit for Letters of Credit under any tranche of Revolving Commitments that has not so then matured shall be as agreed with such Revolving Lenders; provided that in no event shall such sublimit be less than the sum of (x) the L/C Obligations of the Revolving Lenders under such extended tranche immediately prior to such maturity date and (y) the face amount of the Letters of Credit reallocated to such tranche of Revolving Commitments pursuant to clause (i) above (assuming Revolving Loans are repaid in accordance with clause (i)(x)).

(c) The Rollover Letters of Credit shall, as of and after the Closing Date, be deemed issued and outstanding pursuant to, and shall constitute "Letters of Credit" for all purposes of, this Agreement; provided that the Rollover Letters of Credit shall not be extended unless agreed by the applicable Issuing Lender.

3.2. Procedure for Issuance and Amendment of Letter of Credit. The Borrower may from time to time request that the Issuing Lender issue or amend, as the case may be, a Letter of Credit by delivering to the Issuing Lender and the Administrative Agent at their respective addresses for notices specified herein an Application therefor, completed to the satisfaction of each of the Issuing Lender and the Administrative Agent, and such other certificates, documents

and other papers and information as the Issuing Lender may request. Upon receipt of any Application, the Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures (including receiving information from the Administrative Agent that there is sufficient availability under the L/C Commitment and the Revolving Commitment) and shall promptly issue or amend, as applicable, the Letter of Credit requested thereby (but in no event shall the Issuing Lender be required to issue or amend any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof, amending an existing Letter of Credit, or as otherwise may be agreed to by the Issuing Lender and the Borrower. The Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance or amendment thereof. The Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance or amendment of each Letter of Credit (including the amount thereof).

3.3. Fees and Other Charges. (a) The Borrower will pay a fee on all outstanding undrawn and unexpired Letters of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Eurodollar Loans under the Revolving Facility, shared ratably among the Revolving Lenders and payable quarterly in arrears on each Fee Payment Date after the issuance date. In addition, the Borrower shall pay to the Issuing Lender for its own account a fronting fee of 0.125% per annum on the undrawn and unexpired amount of each Letter of Credit, payable quarterly in arrears on each Fee Payment Date after the issuance date or amendment date, as applicable.

(a) In addition to the foregoing fees, the Borrower shall pay or reimburse the Issuing Lender for such normal and customary costs and expenses as are incurred or charged by the Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit.

3.4. L/C Participations. (a) The Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce the Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Percentage in the Issuing Lender's obligations and rights under and in respect of each Letter of Credit and the amount of each draft paid by the Issuing Lender thereunder. Each L/C Participant agrees with the Issuing Lender that, if a draft is paid under any Letter of Credit for which the Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement (or in the event that any reimbursement received by the Issuing Lender shall be required to be returned to it at any time), such L/C Participant shall pay to the Issuing Lender upon demand at the Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Revolving Percentage of the amount that is not so reimbursed (or is so returned). Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against the Issuing Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(a) If any amount required to be paid by any L/C Participant to the Issuing Lender pursuant to Section 3.4 a) in respect of any unreimbursed portion of any payment made by the Issuing Lender under any Letter of Credit is paid to the Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal Funds Rate during the period from and including the date such payment is required to the date on which such payment is immediately available to the Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 3.4(a) is not made available to the Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, the Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans under the Revolving Facility. A certificate of the Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error.

(b) Whenever, at any time after the Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 3.4(a), the Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of Collateral applied thereto by the Issuing Lender), or any payment of interest on account thereof, the Issuing Lender will distribute to such L/C Participant its pro rata share thereof; provided that in the event that any such payment received by the Issuing Lender shall be required to be returned by the Issuing Lender, such L/C Participant shall return to the Issuing Lender the portion thereof previously distributed by the Issuing Lender to it.

3.5. Reimbursement Obligation of the Borrower. If any draft is paid under any Letter of Credit, the Borrower shall reimburse the Issuing Lender for the amount of (a) the draft so paid and (b) any taxes, fees, charges or other costs

or expenses incurred by the Issuing Lender in connection with such payment, not later than 1:00 P.M., New York City time, on (i) the Business Day that the Borrower receives notice of such draft, if such notice is received on such day prior to 10:00 A.M., New York City time, or (ii) if clause (i) above does not apply, the Business Day immediately following the day that the Borrower receives such notice; provided, that the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.5 that such payment be financed with an ABR Revolving Loan in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Loan. Each such payment shall be made to the Issuing Lender at its address for notices referred to herein in Dollars and in immediately available funds. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at the rate set forth in (x) until the Business Day next succeeding the date of the relevant notice, Section 2.14(b) and (y) thereafter, Section 2.14(c).

3.6. Obligations Absolute. The Borrower's obligations under this Section 3 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against the Issuing Lender, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees with the Issuing Lender that the Issuing Lender shall not be responsible for, and the Borrower's Reimbursement Obligations under Section 3.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee. The Issuing Lender shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Issuing Lender. The Borrower agrees that any action taken or omitted by the Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct, shall be binding on the Borrower and shall not result in any liability of the Issuing Lender to the Borrower.

3.7. Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the Issuing Lender shall promptly notify the Borrower of the date and amount thereof. The responsibility of the Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

3.8. Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Section 3, the provisions of this Section 3 shall apply.

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

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

4.1. Financial Condition. The Borrower has heretofore delivered to the Lenders (if disclosed in SEC Filings, such statements are deemed delivered to the Lenders) the financial statements referred to in Section 5.2(e). Such financial statements and all financial statements delivered pursuant to Sections 6.01(a) and (b) have been prepared in accordance with GAAP and present fairly and accurately the financial condition and results of operations and cash flows of the Borrower, in each case as of the dates and for the periods to which they relate (subject, in the case of financial statements referred to in clause (ii) of Section 5.2(e), to normal year-end audit adjustment and the absence of footnotes).

4.2. No Change. Since December 31, 2014, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

4.3. Existence; Compliance with Law. Each Group Member (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other organization and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such

qualification and (d) is in compliance with all Requirements of Law, except in the case of each of (b) through (d), to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.4. Power; Authorization; Enforceable Obligations. Each Loan Party has the power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to obtain extensions of credit hereunder. Each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement. Each Loan Document has been duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of any of the Loan Documents, except (i) the filings referred to in Section 4.19 or otherwise required in order to perfect, record or maintain the security interests granted under the Security Documents and (ii) those that, if not obtained or made, could not reasonably be expected to have a Material Adverse Effect.

4.5. No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents, the issuance of Letters of Credit, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or any Contractual Obligation of any Group Member, except for any such violation other than with respect to a violation of the organizational documents of any Group Member, which could not reasonably be expected to have a Material Adverse Effect, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any such Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents).

4.6. Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of any Responsible Officer of the Borrower, threatened in writing by or against any Group Member or against any of the properties or revenues of any Group Member (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that could reasonably be expected to have a Material Adverse Effect.

4.7. Insurance. The properties of the Group Members are insured with financially sound and reputable insurance companies, in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are customarily insured against by Persons engaged in the same general area by companies engaged in the same or a similar business, and owning similar properties, as the Group Members.

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4.8. Ownership of Property; Liens. Each Group Member has title in fee simple to, or a valid leasehold interest in, all its real property, and good title to, or a valid leasehold interest in, all its other property except as could not reasonably be expected to materially interfere with the conduct of business of the Group Members, taken as a whole, and none of such property is subject to any Lien except as permitted by Section 7.3.

4.9. Intellectual Property. Each Group Member owns, is licensed to use or possesses the right to use all material Intellectual Property necessary for the conduct of its business as currently conducted. No claim has been asserted in writing and is pending by any Person challenging the use of any Intellectual Property owned by any Group Member or the validity or effectiveness of any such Intellectual Property, nor does any Responsible Officer of the Borrower know of any valid basis for any such claim. The conduct of the business by each Group Member does not infringe on the rights of any Person in any material respect.

4.10. Taxes. (i) Each Group Member has filed or caused to be filed all material federal, state and other tax returns that are required to be filed and has paid all taxes shown to be due and payable on said returns or on any assessments made against it or any of its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Group Member); and (ii) no tax Lien has been filed, and, to the knowledge of the Borrower, no claim is being asserted, with respect to any such tax, fee or other charge.

4.11. Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used (a) for "buying" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect for any purpose that violates the provisions of the Regulations of the Board or (b) for any purpose that violates the provisions of the Regulations of the Board. If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form

U-1, as applicable, referred to in Regulation U.

4.12. Labor Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Group Member pending or, to the knowledge of the Borrower, threatened; (b) hours worked by and payment made to employees of each Group Member have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters (including but not limited to meal and rest breaks); (c) all payments due from any Group Member on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the relevant Group Member; (d) all individuals have been properly classified as employees or contractors; (e) there is no litigation or other proceeding pending, or to the knowledge of the Borrower, threatened, against any Group Member arising out of employment matters; and (f) no Group Member is subject to any consent decree arising out of employment matters.

4.13. ERISA. Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect: (i) each Plan is drafted and has been operated and administered in compliance with the applicable provisions of ERISA and the provisions of the Code relating to Plans and the regulations and published interpretations thereunder; (ii) no ERISA Event or Foreign Plan Event has occurred or is reasonably expected to occur; (iii) all amounts required by applicable law with respect to, or by the terms of, any retiree welfare benefit arrangement maintained by any Group Member or any ERISA Affiliate or to which any Group Member or any ERISA Affiliate has an obligation to contribute have been accrued in accordance with ASC Topic 715-60. The present value of all accrued benefits under each Pension Plan (determined based on the assumptions used by such Pension Plans pursuant to Section 430(h) of the Code) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed by more than a material amount the value of the assets of such Pension Plan (as determined pursuant to Section 430(g) of the Code) allocable to such accrued benefits, and the present value of all accumulated benefit obligations of all underfunded Pension Plans (based on the assumptions used for purposes of ASC Topic 715-30) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than a material amount the fair market value of the assets of all such underfunded Pension Plans; (iv) no Group Member nor any ERISA Affiliate has had a complete or partial withdrawal from any Multiemployer Plan, and, to the knowledge of the Loan Parties, none of the Loan Parties nor any ERISA Affiliate would become subject to any liability under ERISA if the Loan Parties or any such ERISA Affiliate were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made or deemed made; and (f) no such Multiemployer Plan is Insolvent.

4.14. Investment Company Act; Other Regulations. No Loan Party is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended from time to time. No Loan Party is subject to regulation under any Requirement of Law (other than Regulation X of the Board) that limits its ability to incur Indebtedness.

4.15. Subsidiaries. Except as disclosed to the Administrative Agent by the Borrower in writing from time to time after the Amendment Signing Date, (a) Schedule 4.15 (i) sets forth the name and jurisdiction of organization of each Subsidiary and, as to each such Subsidiary, the percentage of each class of Capital Stock owned by any Loan Party and (ii) identifies all of the Unrestricted Subsidiaries and (b) there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of any Subsidiary of the Borrower, except to the extent permitted by the Loan Documents.

4.16. Use of Proceeds. The proceeds of the Loans made on the Closing Date were used to satisfy the condition in Section 5.1(b). The proceeds of the Term Loans and the Revolving Loans funded on the Amendment No. 1 Effective Date shall be used to pay a portion of the consideration in respect of the Acquisition and to pay fees and expenses in connection with the Amendment No. 1 Transactions. The proceeds of the Revolving Loans funded after the Amendment No. 1 Effective Date and the Letters of Credit shall be used for working capital or for other general corporate purposes of the Group Members (including to finance a portion of the Acquisition, to pay related fees and expenses, for Permitted Acquisitions and other Investments and Restricted Payments).

4.17. Environmental Matters.

(a) Except as, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(i) the facilities and properties owned, leased or operated by any Group Member (the "Properties") do not contain, and have not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could reasonably be expected give rise to liability under, any applicable Environmental Law;

(ii) each Group Member (A) is in compliance with all, and has not violated any, applicable Environmental Laws; (B) holds all Environmental Permits (each of which is in full force and effect) required for any of its current or intended operations or for any property owned, leased, or otherwise operated by it; and (C) is in compliance with all, and has not violated any, of its Environmental Permits;

(iii) no Group Member is aware of any past, present, or reasonably anticipated future events, circumstances, practices, plans, or legal requirements that could reasonably be expected to prevent it from (or increase the burden on it of) complying with applicable Environmental Laws or obtaining, renewing, or complying with all Environmental Permits required under such laws;

(iv) Materials of Environmental Concern are not present at, on, under, in or about any current or former Properties or at any other location (including, without limitation, any location to which Materials of Environmental Concern have been sent for re-use or recycling or for treatment, storage, or disposal) in amounts or concentrations or under circumstances that: (A) constitute or constituted a violation of, or could give rise to liability under, any Environmental Law or otherwise result in costs to any Group Member; or (B) interfere with the continuing operations of any Group Member;

(v) no Group Member has received notice of any pending or threatened Environmental Claim with regard to any of the Properties or the business operated by the any Group Member, nor is the Borrower aware of any facts, conditions or circumstances that could reasonably be expected to give rise to such an Environmental Claim; and

(vi) no Group Member has assumed or retained any obligations or liabilities of any kind, fixed or contingent, known or unknown, under any Environmental Law or with respect to any Material of Environmental Concern.

(b) The Borrower has provided to the Administrative Agent true and complete copies of all Environmental Reports that are in the possession or control of any Group Member.

4.18. Accuracy of Information, etc. No statement or information contained in this Agreement, any other Loan Document or any other document, certificate or statement (other than projections, budgets, estimates, other forward-looking information, pro forma financial information and information of a general or industry specific nature) furnished by or on behalf of any Loan Party to the Administrative Agent or the Lenders, or any of them, on or prior to the Amendment No. 1 Effective Date for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, taken as a whole, contain as of the date such statement, information, document or certificate was so furnished any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not materially misleading in light of the circumstances when made. The projections, budgets, estimates, other forward-looking information, pro forma financial information and information of a general or industry specific nature, contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

4.19. Security Documents(a) . (a) The Guarantee and Collateral Agreement is effective to create in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. In the case of the certificated Pledged Stock described in the Guarantee and Collateral Agreement, when stock certificates representing such Pledged Stock are delivered to the Administrative Agent (together with a properly completed and signed stock power or endorsement), and in the case of the other Collateral described in the Guarantee and Collateral Agreement, when financing statements and other filings specified on Schedule 4.19 in appropriate form are filed in the offices specified on Schedule 4.19, the Guarantee and Collateral Agreement shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and the proceeds thereof, as security for the Obligations (as defined in the Guarantee and Collateral Agreement), in each case prior and superior in right to any other Person (except, in the case of Collateral other than Pledged Stock, Liens permitted by Section 7.3).

(b) If and when delivered, each of the Mortgages, upon proper filing, shall be effective to create in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable security interest in the properties described therein and proceeds thereof, and if and when such Mortgages are filed in the appropriate recording offices, each such Mortgage shall constitute a fully perfected (if and to the extent perfection may be achieved by such filings) Lien on, and security interest in, all right, title and interest of the Loan Parties in the property subject to such Mortgage and the proceeds thereof, as security for the Obligations (as defined in the relevant Mortgage), in each case prior and superior in right to any other Person (except that the security interest created in such property may be subject to the Liens permitted by Section 7.3).

4.20. Solvency. As of the Amendment No. 1 Effective Date, the Loan Parties on a consolidated basis are, and immediately after giving effect to the Amendment No. 1 Transactions (and the payment of fees and expenses in connection therewith) will be, Solvent.

4.21. Anti-Terrorism Law; Anti-Corruption Laws. The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, the Subsidiaries and their directors, officers, employees and agents with applicable Anti-Terrorism Law, Anti-Corruption Laws and Sanctions, and the Borrower and its Subsidiaries are in compliance with applicable Anti-Terrorism Law, Anti-Corruption Laws and Sanctions in all material respects. None of (a) the Borrower or any Subsidiary or (b) to the knowledge of the Borrower, (i) any director, officer or employee of the Borrower or any Subsidiary or (ii) any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned

Person or in violation of any Sanctions. The Closing Date Transactions did not, and the Amendment No. 1 Transactions will not, violate any applicable Anti-Terrorism Law, Anti-Corruption Laws or Sanctions.

SECTION 5. CONDITIONS PRECEDENT

5.1. Conditions to Initial Extension of Credit. The agreement of each Lender to make the initial extensions of credit requested to be made by it on the Closing Date was subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent (it being understood that terms used in this Section 5.1 shall have the meanings assigned thereto in the Existing Credit Agreement and Section or Schedule references used in this Section 5.1 shall be references to such Section or Schedule in respect of the Existing Credit Agreement):

(a) Credit Agreement; Guarantee and Collateral Agreement. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Administrative Agent, the Borrower and each Person listed on Schedule 1.1A, (ii) the Guarantee and Collateral Agreement, executed and delivered by the Borrower and each Subsidiary Guarantor and (iii) an Acknowledgement and Consent in the form attached to the Guarantee and Collateral Agreement, executed and delivered by each Issuer (as defined therein), if any, that is not a Loan Party.

(b) Refinancing. The Administrative Agent shall have received evidence reasonably satisfactory to it that the Refinancing shall have been (or substantially simultaneously with the initial fundings hereunder shall be) completed.

(c) Financial Statements. The Lenders shall have received the financial statements referred to in Section 4.1.

(d) [Reserved].

(e) Lien Searches. The Administrative Agent shall have received the results of a recent Lien search with respect to each Loan Party, and such search shall reveal no Liens on any of the assets of the Loan Parties except for Liens (A) permitted by Section 7.3 or (B) discharged on or prior to the Closing Date pursuant to documentation satisfactory to the Administrative Agent.

(f) Fees. The Lenders, the Administrative Agent and the Lead Arrangers shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel), on or before the third Business Day prior to the Closing Date pursuant to the fee letters executed on such date. All such amounts will be paid with proceeds of Loans made on the Closing Date and will be reflected in the funding instructions given by the Borrower to the Administrative Agent on or before the Closing Date.

(g) Closing Certificate; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Closing Date, substantially in the form of Exhibit C, with appropriate insertions and attachments, including the charter, articles, certificate of organization or incorporation of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party (if applicable), and (ii) a long-form good standing certificate for each Loan Party from its jurisdiction of organization (if applicable).

(h) Legal Opinion. The Administrative Agent shall have received the legal opinion of Cooley LLP, counsel to the Group Members, in form and substance reasonably satisfactory to the Administrative Agent.

(i) Pledged Stock; Stock Powers; Pledged Notes. The Administrative Agent shall have received (i) the certificates representing the shares of Capital Stock pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (ii) each promissory note (if any) pledged to the Administrative Agent pursuant to the Guarantee and Collateral Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(j) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the Security Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 7.3), shall be in proper form for filing, registration or recordation.

(k) Solvency Certificate. The Administrative Agent shall have received a solvency certificate from the chief financial officer of the Borrower.

(l) Insurance. The Administrative Agent shall have received insurance certificates satisfying the requirements of Section 5.2 of the Guarantee and Collateral Agreement.

(m) No Material Adverse Effect. Since December 31, 2013, no Material Adverse Effect has occurred.

(n) Patriot Act. Before the end of the third Business Day prior to the Closing Date, the Administrative Agent shall have received all documentation and other information, which has been requested in writing at least five Business Days prior to the Closing Date, required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations,

including the Patriot Act.

(o) Representations and Warranties; No Default. All of the representations and warranties made by any Loan Party in the Loan Documents shall be true and correct in all material respects (or in all respects if qualified by materiality). No Default or Event of Default shall have occurred and be continuing on the Closing Date or after giving effect to the extensions of credit requested to be made on the Closing Date.

For the purpose of determining compliance with the conditions specified in this Section 5.1, each Lender that has signed this Agreement shall be deemed to have accepted, and to be satisfied with, each document or other matter required under this Section 5.1 unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

5.2. Conditions to Extensions of Credit on the Amendment No. 1 Effective Date. The agreement of each Lender to make the Acquisition-Related Extensions of Credit requested to be made by it on the Amendment No. 1 Effective Date is subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Amendment No. 1 Effective Date, of the following conditions precedent:

(a) Credit Agreement. The Administrative Agent shall have received Amendment No. 1, executed and delivered by the Administrative Agent, the Borrower, the Guarantors and each Person listed on Schedule 1.1A (which Persons shall constitute "Required Lenders" as defined in the Existing Credit Agreement) and all Existing Term Loans shall have been replaced with Term Loans hereunder, executed and delivered by the Loan Parties.

(b) Fees. (i) The Lenders, the Administrative Agent and the Lead Arrangers shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel), on or before the third Business Day prior to the Amendment No. 1 Effective Date pursuant to fee letters in effect on such date. All such amounts will be paid with proceeds of Loans made on the Amendment No. 1 Effective Date and will be reflected in the funding instructions given by the Borrower to the Administrative Agent on or before the Amendment No. 1 Effective Date and (ii) the Administrative Agent shall have received payment of all accrued interest and fees in respect of the Loans (as defined in the Existing Credit Agreement) and the Revolving Commitments (as defined in the Existing Credit Agreement).

(c) Acquisition. The Acquisition shall have been consummated, or shall be consummated substantially concurrently with the Amendment No. 1 Effective Date in all material respects in accordance with the terms of the Acquisition Agreement, without giving effect to any amendments, consents or waivers thereto that are materially adverse to the Lenders or the Lead Arrangers, without the prior consent of the Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned) (it being understood that (i) any reduction in the purchase price of, or consideration for, the Acquisition in an amount not to exceed $50,000,000 is not material and adverse to the interests of the Lenders or the Lead Arrangers, (ii) any reduction in the purchase price of, or consideration for, the Acquisition shall be applied to reduce the amount of Funding Term Commitments, ratably among the Lenders with such commitments and (iii) any increase in the purchase price of, or consideration for, the Acquisition is not material and adverse to the interests of the Lenders or the Lead Arrangers to the extent paid for with equity (or proceeds of equity) of the Borrower).

(d) Material Adverse Effect. There shall not have occurred any event, occurrence or development of a state of circumstances or facts which would reasonably be expected to have a Target Material Adverse Effect.

(e) Financial Statements. The Administrative Agent shall have received (i) audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of the Borrower for the three most recently completed fiscal years ended at least 90 days prior to the Amendment No. 1 Effective Date and (ii) unaudited consolidated balance sheets and related statements of income and cash flows of the Borrower for each subsequent fiscal quarter (other than the fourth fiscal quarter of the Borrower's fiscal year) ended at least 45 days prior to the Amendment No. 1 Effective Date.

(f) Pro Forma Financial Statements. The Lenders shall have received (a) pro forma consolidated balance sheets and related pro forma consolidated statements of income, stockholders' equity and cash flows of the Borrower for the three most recently completed fiscal years ended at least 90 days prior to the Amendment No. 1 Effective Date and (b) pro forma consolidated balance sheets and related pro forma consolidated statements of income and cash flows of the Borrower for each subsequent fiscal quarter (other than the fourth fiscal quarter of the Borrower's fiscal year) ended at least 45 days prior to the Amendment No. 1 Effective Date, in each case, prepared in good faith giving effect to the Amendment No. 1 Transactions as if the Amendment No. 1 Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of the statement of income).

(g) Target Financial Statements. The Administrative Agent shall have received (i) audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of the Target for the three most recently completed fiscal years ended at least 120 days prior to the Amendment No. 1 Effective Date and (ii) unaudited consolidated balance sheets and related statements of income and cash flows of the Target for each subsequent fiscal quarter (other than the fourth fiscal quarter of the Target's fiscal year) ended at least 45 days prior to the Amendment No. 1 Effective Date.

(h) Lien Searches. The Administrative Agent shall have received the results of a recent Lien search with respect to each Loan Party, and such search shall reveal no Liens on any of the assets of the Loan Parties except for Liens (A) permitted by Section 7.3 or (B) discharged on or prior to the Amendment No. 1 Effective Date pursuant to documentation satisfactory to the

Administrative Agent.

(i) Closing Certificate; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Amendment No. 1 Effective Date, substantially in the form of Exhibit C, with appropriate insertions and attachments, including the charter, articles, certificate of organization or incorporation of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party (if applicable), and (ii) a long-form good standing certificate for each Loan Party from its jurisdiction of organization (if applicable).

(j) Legal Opinion. The Administrative Agent shall have received the legal opinion of Cooley LLP, counsel to the Group Members, in form and substance reasonably satisfactory to the Administrative Agent.

(k) Solvency Certificate. The Administrative Agent shall have received a solvency certificate from the chief financial officer of the Borrower.

(l) Patriot Act. Before the end of the third Business Day prior to the Amendment No. 1 Effective Date, the Administrative Agent shall have received all documentation and other information, which has been requested in writing at least ten Business Days prior to the Amendment No. 1 Effective Date, required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

(m) Representations and Warranties. (a) The Acquisition Agreement Representations shall be true and correct as of the Amendment No. 1 Effective Date and (b) the Specified Representations shall be true and correct in all material respects (or in all respects if qualified by materiality) as of the Amendment No. 1 Effective Date.

(n) Expiration Date. The Amendment No. 1 Effective Date shall occur no later than March 31, 2016.

(o) Refinancing. The Administrative Agent shall have received satisfactory evidence that (i) the Specified Target Debt and any other material third party indebtedness for borrowed money of the Target and its Subsidiaries shall have been (or shall, substantially simultaneously with the funding hereunder on the Amendment No. 1 Effective Date be) terminated and all amounts thereunder shall have been (or shall, substantially simultaneously with the funding hereunder on the Amendment No. 1 Effective Date be) paid in full and (ii) all Liens granted in connection therewith shall have been terminated or arrangements satisfactory to the Administrative Agent shall have been made for such termination.

5.3. Conditions to Each Extension of Credit After the Amendment No. 1 Effective Date. The agreement of each Lender (other than as agreed by the Administrative Agent and the Additional Lenders as set forth in Section 2.24(b)) to make any extension of credit requested to be made by it on any date (other than the Acquisition-Related Extensions of Credit requested to be made by it on the Amendment No. 1 Effective Date), is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (or in all respects if qualified by materiality) on and as of such date as if made on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects if qualified by materiality) on and as of such earlier date.

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

Each borrowing by and issuance of a Letter of Credit on behalf of the Borrower hereunder (other than on the Amendment No. 1 Effective Date and as agreed by the Administrative Agent and the Additional Lenders as set forth in Section 2.24(b)) shall constitute a representation and warranty by the Borrower as of the date of such extension of credit that the conditions contained in this Section 5.3 have been satisfied.

SECTION 6. AFFIRMATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, the Borrower shall and shall cause each of its Restricted Subsidiaries to:

6.1. Financial Statements. Furnish to the Administrative Agent and each Lender:

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheet of the Borrower as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on, in the case of audited financial statements, without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, by Ernst & Young, LLP or other independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of

each fiscal year of the Borrower, the unaudited consolidated balance sheet of the Borrower as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments).

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied (except as approved by such accountants or officer, as the case may be, and disclosed in reasonable detail therein) consistently throughout the periods reflected therein and with prior periods.

6.2. Certificates; Other Information. Furnish to the Administrative Agent and each Lender:

(a) concurrently with the delivery of any financial statements pursuant to Section 6.1, (i) a certificate of a Responsible Officer stating that, to the best of each such Responsible Officer's knowledge, each Loan Party during such period has observed or performed all of its covenants and other agreements, and satisfied every condition contained in this Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) in the case of quarterly or annual financial statements, (x) a Compliance Certificate containing all information and calculations necessary for determining compliance by each of the Borrower and its Restricted Subsidiaries with the provisions of this Agreement referred to therein as of the last day of the fiscal quarter or fiscal year of the Borrower, as the case may be, and (y) to the extent not previously disclosed to the Administrative Agent, (1) a description of any change in the jurisdiction of organization of any Loan Party, (2) a list of any Intellectual Property acquired by any Loan Party and (3) a description of any Person that has become a Borrower or any of its Restricted Subsidiaries, in each case since the date of the most recent report delivered pursuant to this clause (y) (or, in the case of the first such report so delivered, since the Amendment No. 1 Effective Date);

(b) as soon as available, and in any event no later than 45 days after the end of each fiscal year of the Borrower, a detailed consolidated budget for the following fiscal year;

(c) concurrently with the delivery of any financial statements pursuant to Section 6.1, a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its Restricted Subsidiaries for such fiscal quarter and for the period from the beginning of the then current fiscal year to the end of such fiscal quarter, as compared to the comparable periods of the previous year;

(d) within five days after the same are sent, copies of all financial statements and reports that the Borrower sends to the holders of any class of its debt securities or public equity securities and, within five days after the same are filed, copies of all financial statements and reports that the Borrower may make to, or file with, the SEC;

(e) promptly following receipt thereof, copies of (i) any documents described in Section 101(k) of ERISA that the Borrower, any of its Subsidiaries or any ERISA Affiliate may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(l) of ERISA that the Borrower, any of its Subsidiaries or any ERISA Affiliate may request with respect to any Multiemployer Plan; provided, that if the Borrower, any of its relevant Subsidiaries or ERISA Affiliate has 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 Borrower, any of its Subsidiaries or the ERISA Affiliate shall promptly make a request for such documents or notices from such administrator or sponsor and the Borrower shall provide copies of such documents and notices promptly after receipt thereof;

(f) promptly after the request by any Lender, all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act;

(g) promptly following any request therefor, such other information regarding the operations, business affairs, assets, liabilities (including contingent liabilities) and financial condition of the Borrower or any Subsidiary, or compliance with the terms of this Agreement or any other Loan Document, or with the Patriot Act, as the Administrative Agent, any Issuing Lender or any Lender may reasonably request; and

(h) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof as the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.1(a) or (b) or Section 6.2(c) or (d) shall be deemed to have been delivered on the date (i) on which the Borrower files such documents with the SEC and such documents are publicly available on the SEC's EDGAR filing system or any successor thereto, (ii) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website or (iii) on which such documents are posted on the Borrower'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); provided that (A) the Borrower shall deliver paper copies of such documents to the Administrative Agent for further distribution to any Lender that requests that the Borrower deliver such paper copies and (B) in the case of clauses (i) and (ii) above, the Borrower shall (x) notify the Administrative Agent of the filing or posting of any such documents and (y) provide copies of all such documents to the Administrative Agent for posting on an Internet or intranet website to which the Lenders have access; provided however that failure to provide notice to the Administrative Agent of such filing or posting pursuant to clause (x) in this

paragraph shall not constitute an Event of Default.

6.3. Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material obligations of whatever nature, including tax liabilities, except where such obligation is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Borrower or any of its relevant Restricted Subsidiaries.

6.4. Maintenance of Existence; Compliance. (a)(i) Preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises reasonably necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 or 7.5 and except, in the case of clause (ii) above, to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) comply with Requirements of Law, except (i) to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) to the extent such Requirement of Law is currently being contested in good faith by appropriate proceedings. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their directors, officers, employees and agents with applicable Anti-Terrorism Law, Anti-Corruption Laws and Sanctions.

6.5. Maintenance of Property; Insurance. (a) Keep all material property reasonably necessary in 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 on all its property in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are customarily insured against by Persons engaged in the same general area by companies engaged in the same or a similar business and owning similar properties.

6.6. Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with GAAP (or, in the case of Foreign Subsidiaries, generally accepted accounting principles in effect from time to time in their respective jurisdictions of organization) and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) at reasonable times and upon reasonable advance notice, as often as may be desired, permit representatives of the Administrative Agent or any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records and to discuss the business, operations, properties and financial and other condition of the Group Members with officers and employees of the Group Members and with their independent certified public accountants; provided, that (i) representatives of the Group Members may be present and participate in any such discussion with such accountants and (ii) unless an Event of Default has occurred and is continuing, such visits, inspections and making of abstracts shall occur not more than once in any fiscal quarter for the Administrative Agent and all of the Lenders taken together.

6.7. Notices. Promptly after a Responsible Officer or any Loan Party obtains knowledge thereof, give notice to the Administrative Agent and each Lender of:

(a) the occurrence of any Default or Event of Default;

(b) any litigation or proceeding affecting any Group Member (i) in which the amount sought against any Group Member is $10,000,000 or more and not covered by insurance, (ii) in which injunctive or similar relief is sought as to which there is a reasonable probability of an adverse determination and, if adversely determined, could reasonably be expected to have a Material Adverse Effect or (iii) which relates to any Loan Document;

(c) an ERISA Event; and

(d) any other development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Group Member proposes to take with respect thereto.

6.8. Environmental Laws. (a) Comply with, and undertake reasonable efforts to ensure compliance, by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply with and maintain, and undertake reasonable efforts to ensure that all tenants and subtenants obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws.

(a) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws.

6.9. Ratings. Use commercially reasonable efforts to obtain and maintain a public corporate family and/or corporate credit rating, as applicable, and public ratings in respect of the Facilities, in each case from each of S&P and

Moody's.

6.10. Further Assurances; Additional Collateral, etc. (a) With respect to any property acquired after the Closing Date by any Loan Party (other than (x) any property described in paragraph (c) below, (y) any property subject to a Lien expressly permitted by Section 7.3(g) and (z) any Excluded Collateral (as defined in the Guarantee and Collateral Agreement)) as to which the Administrative Agent, for the benefit of the Secured Parties, does not have a perfected Lien, promptly (and in any event within 30 days of acquisition) (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in such property and (ii) take all actions necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority security interest in such property, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Administrative Agent and the filing of documents with the United States Patent and Trademark Office and the United States Copyright Office as may be required by the Security Documents or by law or as may be requested by the Administrative Agent.

(a) With respect to any fee interest in any real property having a value (together with improvements thereof) of at least $5,000,000 acquired after the Closing Date by any Loan Party (other than any such real property subject to a Lien expressly permitted by Sections 7.3(g) and (o)), promptly (i) execute and deliver a first priority Mortgage, in favor of the Administrative Agent, for the benefit of the Lenders, covering such real property, (ii) if requested by the Administrative Agent, provide the Lenders with (x) title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property (or such other amount as shall be reasonably specified by the Administrative Agent) as well as a current ALTA survey thereof, together with a surveyor's certificate and (y) any consents or estoppels reasonably deemed necessary or advisable by the Administrative Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent, (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent, (iv) deliver a "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination with respect to such real property (if such real property is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards, together with a notice about special flood hazard area status and flood disaster assistance required pursuant to Section 208.25(i) of Regulation H of the Board, duly executed by the Borrower or the applicable Subsidiary) and (v) if such real property is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards, obtain flood insurance made available under the National Flood Insurance Act of 1968, if such insurance is available, or otherwise provide evidence of flood insurance, reasonably satisfactory to the Administrative Agent.

(b) With respect to any new Material Restricted Subsidiary created or directly acquired after the Closing Date by the Borrower or any other Loan Party (which, for the purposes of this paragraph (c), shall include any directly-held existing Subsidiary of a Loan Party that becomes a Material Restricted Subsidiary (other than any Disregarded Domestic Subsidiary, Foreign Subsidiary, Non-Wholly Owned Subsidiary or Captive Insurance Subsidiary) or ceases to be a Disregarded Domestic Subsidiary, a Foreign Subsidiary, a Non-Wholly Owned Subsidiary or a Captive Insurance Subsidiary), promptly (and in any event within 30 days of creation or acquisition) (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority security interest in the Capital Stock of such new Subsidiary that is directly owned by any Loan Party (provided that such security interest shall be limited, in the case of a Foreign Subsidiary or a Disregarded Domestic Subsidiary, to 65% of such voting Capital Stock in such Foreign Subsidiary or Disregarded Domestic Subsidiary, as applicable), (ii) deliver to the Administrative Agent the certificates representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Loan Party, (iii) cause such new Subsidiary (if such new Subsidiary is a Material Restricted Subsidiary, unless such Subsidiary is a Foreign Subsidiary, a Disregarded Domestic Subsidiary, a Non-Wholly Owned Subsidiary or a Captive Insurance Subsidiary) (A) to become a party to the Guarantee and Collateral Agreement, (B) to take such actions necessary or advisable to grant to the Administrative Agent for the benefit of the Secured Parties a perfected first priority security interest in the Collateral described in the Guarantee and Collateral Agreement with respect to such new Subsidiary, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Administrative Agent and (C) to deliver to the Administrative Agent a certificate of such Subsidiary, substantially in the form of Exhibit C, with appropriate insertions and attachments, and (iv) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

6.11. Designation of Subsidiaries. (a) The Board of Directors of the Borrower may at any time designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately before and after such designation, no Default or Event of Default shall have occurred and be continuing, (ii) no Subsidiary may be designated as an Unrestricted Subsidiary if it has Indebtedness with recourse to any Group Member, (ii) no Subsidiary may be designated as an Unrestricted Subsidiary if it was previously designated an Unrestricted Subsidiary, (iv) no Subsidiary may be designated as an Unrestricted Subsidiary if it is party to any agreement or contract with any Group Member, unless the terms of such agreement are no less favorable to the applicable Group Member than those that might be obtained from an unaffiliated third-party, (v) no Subsidiary may be designated as an Unrestricted Subsidiary if such Subsidiary is a Person with respect to which any

Group Member has any direct or indirect obligation to make capital contributions or to maintain such Subsidiary's financial condition, (vi) no Disregarded Domestic Subsidiary may be designated an Unrestricted Subsidiary, (vii) no Subsidiary may be designated an Unrestricted Subsidiary if after giving effect to such designation, the Consolidated Total Net Leverage Ratio for the most recently ended fiscal quarter for which financial statements have been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) would exceed 3.00 to 1.00 (with such compliance to be determined (x) disregarding the proceeds of any Indebtedness incurred as of the date of such designation in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation) and (y) as though such designation happened at the beginning of the applicable fiscal period) and (viii) no Unrestricted Subsidiary may engage in any transaction described in Section 7.8 (with respect to the prepayment of any Indebtedness) if the Borrower is prohibited from engaging in such transaction.

(b) The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Borrower therein, at the date of designation in an amount equal to the fair market value of the Borrower's investment therein as determined in good faith by the Board of Directors of the Borrower. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall, at the time of such designation, constitute the incurrence of any Indebtedness or Liens of such Subsidiary existing at such time. Upon a redesignation of any Subsidiary as a Restricted Subsidiary, the Borrower shall be deemed to continue to have a permanent Investment in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Borrower's Investment in such Subsidiary at the time of such redesignation *less* (b) the fair market value of the net assets of such Subsidiary at the time of such redesignation. Any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Borrower.

SECTION 7. NEGATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, the Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

7.1. Financial Covenants.

(a) Consolidated First Lien Net Leverage Ratio. Permit the Consolidated First Lien Net Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Borrower ending with any fiscal quarter set forth below to exceed the ratio set forth below opposite such fiscal quarter:

Fiscal Quarter Ending	Consolidated First Lien Leverage Ratio
March 31, 2016 through June 30, 2018	3.25:1.00
September 30, 2018 through December 31, 2019	3.00:1.00
March 31, 2020 and thereafter	2.50:1.00

(b) Minimum Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Borrower beginning with the fiscal quarter ending March 31, 2016 to be less than 2.00 to 1.00.

7.2. Indebtedness. Create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except:

(a) (i) Indebtedness of any Loan Party under this Agreement (including Indebtedness in respect of any Incremental Facility) and (ii) any Permitted Refinancing in respect of the Term Loans (any Indebtedness under such Permitted Refinancing, the "Refinancing Indebtedness"); provided that (w) such Refinancing Indebtedness, if secured, is secured only by the Collateral on a pari passu or junior basis with the Obligations under this Agreement (provided that the Refinancing Indebtedness shall not consist of bank loans that are secured on a pari passu basis with the Obligations under this Agreement), (x) no Loan Party that is not originally obligated with respect to repayment of the Indebtedness being refinanced is obligated with respect to the Refinancing Indebtedness, (y) the terms of any such Refinancing Indebtedness are (excluding pricing, fees, rate floors and optional prepayment or redemption terms), taken as a whole, no more favorable to the lenders providing such Refinancing Indebtedness than those applicable to the Indebtedness being refinanced (other than any covenants or other provisions applicable only to periods after the later of the Final Maturity Date and the Final Revolving Termination Date); provided that a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent at least five Business Days prior to the incurrence of such Refinancing Indebtedness (or such shorter period of time as may reasonably be agreed by the Administrative Agent), together with a reasonably detailed description of the material terms and conditions of such resulting Refinancing Indebtedness or drafts of the material definitive documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirements of this clause (y) shall be conclusive unless the Administrative Agent provides notice to the Borrower of its reasonable objection during such period together with a reasonable description of the basis upon which it objects and (z) such Refinancing Indebtedness (if secured) shall be subject to an intercreditor agreement reasonably satisfactory to the Administrative Agent;

(b) Indebtedness of (i) the Borrower to any Restricted Subsidiary, (ii) any Subsidiary Guarantor to the Borrower or any other Restricted Subsidiary or (iii) any Restricted Subsidiary that is not a Loan Party to any other Restricted Subsidiary that is not a Loan Party;

(c) Guarantee Obligations incurred by any Group Member of obligations of any Loan Party to the extent such obligations are permitted hereunder; provided that to the extent any such obligations are subordinated to the Obligations, any such related Guarantee Obligations incurred by a Loan Party shall be subordinated to the guarantee of such Loan Party of the Obligations on terms no less favorable to the Lenders than the subordination provisions of the obligations to which such Guarantee Obligation relates;

(d) [reserved];

(e) the Existing Letters of Credit; provided that the aggregate face value of the Existing Letters of Credit shall not exceed $3,000,000 at any time;

(f) Indebtedness (including, without limitation, Capital Lease Obligations and purchase money obligations) to finance the acquisition of fixed or capital assets in an aggregate principal amount not to exceed $10,000,000 at any one time outstanding;

(g) Indebtedness outstanding on the Amendment Signing Date and listed on Schedule 7.2(g) and any Permitted Refinancing thereof;

(h) [reserved]

(i) Indebtedness of the Borrower in respect of Specified Cash Management Agreements, netting services, overdraft protections and other cash management, intercompany cash pooling and similar arrangements in connection with deposit accounts, in each case in the ordinary course of business;

(j) Indebtedness arising under any Swap Agreement permitted by Section 7.11;

(k) Indebtedness (other than for borrowed money) that may be deemed to exist pursuant to any guarantees, warranty or contractual service obligations, performance, surety, statutory, appeal, bid, prepayment guarantee, payment (other than payment of Indebtedness) or completion of performance guarantees or similar obligations incurred in the ordinary course of business;

(l) Indebtedness in respect of workers' compensation claims, payment obligations in connection with health, disability or other types of social security benefits, unemployment or other insurance obligations, reclamation and statutory obligations, in each case in the ordinary course of business;

(m) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds, so long as such Indebtedness is covered or extinguished within five Business Days;

(n) Indebtedness consisting of (i) the financing of insurance premiums or self-insurance obligations or (ii) take-or-pay obligations contained in supply or similar agreements in each case in the ordinary course of business;

(o) client advance or deposits received in the ordinary course of business;

(p) [reserved];

(q) Indebtedness acquired by any Group Member in connection with a Permitted Acquisition; provided, that such Indebtedness is not incurred in connection with, or in contemplation of, such transaction; provided further, that on the date of the incurrence of such Indebtedness, after giving effect to the incurrence thereof and otherwise determined on a pro forma basis in accordance with the provisions set forth in the definition of Consolidated EBITDA, the Consolidated First Lien Net Leverage Ratio would not exceed the Consolidated First Lien Net Leverage Ratio then in effect pursuant to Section 7.1(a) minus 0.25:1.00; provided further that (x) such Indebtedness is not guaranteed in any respect by the Borrower or any Restricted Subsidiary (other than by any such Person that so becomes a Restricted Subsidiary or is the survivor of a merger with such Person and any of its Restricted Subsidiaries) and (y) such Person executes a supplement to the Guarantee and Collateral Agreement to the extent required under Section 6.10;

(r) the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person as of such date in accordance with GAAP arising from the Permitted Sale and Leaseback;

(s) additional Indebtedness of the Group Members in an aggregate principal amount (for all Group Members) not to exceed $20,000,000 at any one time outstanding;

(t) Indebtedness pursuant to an arrangement with a Governmental Authority having terms substantially similar to those of the Promissory Note, dated as of June 9, 2008, issued in favor of Her Majesty the Queen in Right of the Province of Nova Scotia pursuant to the Letter of Offer, dated March 27, 2008, from Nova Scotia Economic Development to Register.com, Inc. in an aggregate amount not to exceed $5,000,000 at any time and guarantees provided in connection therewith;

(u) time-based licenses of the Borrower or any Subsidiary in the ordinary course of business;

(v) additional unsecured Indebtedness; provided that (i) immediately before and immediately after giving effect on a pro forma basis to the incurrence of such Indebtedness, no Event of Default shall have occurred and be continuing, (ii) immediately after giving effect to the incurrence of such Indebtedness, the Borrower shall be in pro forma compliance with the covenants set forth in Section 7.1, such compliance to be determined (x) on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) as though such incurrence had been consummated as of the first day of the fiscal period covered thereby and (y) disregarding the proceeds of such Indebtedness in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation) and (iii) immediately after giving effect to the incurrence of such Indebtedness, the Consolidated Total Net Leverage Ratio shall be less than or equal to 5.00:1.00, with such Consolidated Total Net Leverage Ratio determined in accordance with clauses (x) and (y) above; provided further that the aggregate amount of Indebtedness incurred in reliance on this clause (v) by Restricted Subsidiaries that are not Subsidiary Guarantors shall not exceed $15,000,000; and

(w) any Permitted Refinancing with respect to Sections 7.2(e) and (q).

7.3. Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except:

(a) Liens for taxes, assessments or governmental charges or claims not yet due or that are being contested in good faith by appropriate proceedings; provided, that adequate reserves with respect thereto are maintained on the books of the Borrower or its Restricted Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar Liens arising in the ordinary course of business that are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation;

(d) deposits to secure the performance of tenders, bids, trade contracts (other than for borrowed money), leases, regulatory or statutory obligations, surety or appeal bonds, tender or performance bonds, return of money bonds, bankers' acceptances, government contracts and other obligations of a like nature incurred in the ordinary course of business, or any letter of credit or other similar instrument issued to support the same;

(e) easements, rights-of-way, municipal and zoning and building ordinances and similar charges, encumbrances, title defects or other irregularities, governmental restrictions on the use of property or conduct of business, and Liens in favor of governmental authorities and public utilities, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, are not substantial in amount and that do not in any case materially interfere with the ordinary conduct of the business of the Group Members (taken as a whole);

(f) Liens in existence on the Amendment Signing Date listed on Schedule 7.3(f) and any modifications, replacements, renewals or extensions thereof; provided, that (i) such Lien shall not apply to any other property or asset (other than products or proceeds) of any Group Member and (ii) such Lien shall secure only those obligations that it secures on the Amendment Signing Date and any Permitted Refinancing thereof permitted by Section 7.2(w);

(g) (i) Liens securing Indebtedness of any Group Member incurred pursuant to Section 7.2(f) to finance the acquisition of fixed or capital assets; provided, that (A) such Liens shall be created substantially simultaneously with the acquisition of such fixed or capital assets and (B) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and the proceeds and products thereof; and (ii) Liens securing any refinancing with respect to such Indebtedness permitted by Section 7.2;

(h) (i) Liens created pursuant to the Security Documents and (ii) Liens securing Refinancing Indebtedness permitted by Section 7.01(a)(ii); provided that such Refinancing Indebtedness shall be subject to an intercreditor agreement reasonably satisfactory to the Administrative Agent;

(i) any interest or title of a lessor under any lease or sublease or any licensor under any license or sublicense entered into by any Group Member in the ordinary course of its business and covering only the assets so leased;

(j) Liens pursuant to Indebtedness permitted pursuant to Section 7.2(t) on the assets, other than real property, of Register.Com located at 150 Barrington Street, 12N, Halifax, Nova Scotia, and all proceeds thereof;

(k) Liens in favor of any Loan Party so long as such Liens are junior to the Liens created pursuant to the Security Documents;

(l) Liens arising from filing Uniform Commercial Code or personal property security financing statements (or substantially equivalent filings outside of the United States) regarding leases;

(m) any option or other agreement to purchase any asset of any Group Member, the purchase, sale or other disposition of which is not prohibited by Section 7.5;

(n) Liens arising from the rendering of an interim or final judgment or order against any Group Member that does not give rise to an Event of Default, and Liens imposed against any Group Member in connection with any claim against such Group Member so long as the claim is being contested in good faith and does not materially adversely affect the business and operations of the Group Members, taken as a whole;

(o) Liens on property (including Capital Stock) existing at the time of the permitted acquisition of such property by any Group Member to the extent the Liens on such assets secure Indebtedness permitted by Section 7.2(q) or other obligations permitted by this Agreement, provided that such Liens attach at all times only to the same assets or category of assets that such Liens (other than after acquired property that is affixed or incorporated into the property covered by such Lien) attached to, and secure only the same Indebtedness or obligations (or any Permitted Refinancing permitted by Section 7.2(w)) that such Liens secured, immediately prior to such permitted acquisition;

(p) cash collateral arrangements made with respect to Existing Letters of Credit permitted by Section 7.2(e);

(q) licenses, sublicenses, leases and subleases in the ordinary course of business;

(r) Liens not otherwise permitted by this Section so long as the aggregate principal amount of the obligations secured thereby does not exceed (as to all Group Members) $12,500,000 at any one time.

7.4. Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except that:

(a) any Restricted Subsidiary of the Borrower may be merged or consolidated with or into the Borrower (provided, that the Borrower shall be the continuing or surviving corporation) or with or into any other Restricted Subsidiary (provided, that when any Subsidiary Guarantor is merging with or into another Restricted Subsidiary, such Subsidiary Guarantor shall be the continuing or surviving corporation or the continuing or surviving corporation shall, substantially simultaneously with such merger or consolidation, become a Subsidiary Guarantor);

(b) (i) any Restricted Subsidiary of the Borrower may Dispose of any or all of its assets (x) to the Borrower or any Subsidiary Guarantor (upon voluntary liquidation or otherwise) or (y) pursuant to a Disposition permitted by Section 7.5 and (ii) the Borrower may dispose of its assets pursuant to a Disposition permitted by Section 7.5;

(c) any Restricted Subsidiary of the Borrower that is not a Loan Party may dispose of all or substantially all of its assets to any Group Member;

(d) any Restricted Subsidiary of the Borrower may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders; provided that if such Restricted Subsidiary is a Loan Party, any assets or business not otherwise disposed of or transferred in accordance with Section 7.5 or, in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, a Loan Party after giving effect to such liquidation or dissolution; and

(e) any Investment expressly permitted by Section 7.7 may be structured as a merger, consolidation or amalgamation.

7.5. Disposition of Property. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Restricted Subsidiary, issue or sell any shares of such Restricted Subsidiary's Capital Stock to any Person, except:

(a) the Disposition of obsolete, worn out, retired or surplus property (other than current assets) in the ordinary course of business and Dispositions of property (other than current assets) no longer used or useful in the conduct of the business of Group Members;

(b) Dispositions of inventory and Cash Equivalents in the ordinary course of business;

(c) Dispositions permitted by clause (i) of Section 7.4(b);

(d) the sale or issuance of any Restricted Subsidiary's Capital Stock to the Borrower or any Subsidiary Guarantor;

(e) Dispositions consisting of the sale, transfer, assignment or other disposition of unpaid and overdue accounts receivable in connection with the collection, compromise or settlement thereof in the ordinary course of business and not as part of a financing transaction;

(f) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(g) Dispositions resulting from casualty events;

(h) licenses, sublicenses, leases and subleases of Intellectual Property of the Group Members in the ordinary course of business;

(i) the Disposition of any property acquired in connection with a Permitted Acquisition;

(j) the Disposition of other property having a fair market value not to exceed $7,500,000 in the aggregate for any period of two fiscal years of the Borrower;

(k) Dispositions of other property in an aggregate amount not to exceed $20,000,000; provided that (i) such Disposition shall be made for fair value (determined as if such Disposition was consummated on an arms'-length basis), (ii) the consideration for such sale or other disposition consists of at least 75% in cash and Cash Equivalents and (iii) no Event of Default then exists or would result therefrom;

(l) Dispositions by any Restricted Subsidiary that is not a Loan Party to any other Restricted Subsidiary that is not a Loan Party; and

(m) Dispositions of intangible property to Foreign Subsidiaries that are Restricted Subsidiaries made as part of the tax planning strategy of the Borrower and its Subsidiaries; provided that (i) the aggregate consideration received or receivable in respect of any such Disposition pursuant to this clause (m) shall be in an amount not less than the fair market value thereof and (ii) the aggregate fair market value (as reasonably determined by the Borrower) of all assets transferred under this clause (m) after the Amendment No. 1 Effective Date shall not exceed the greater of (x) $150,000,000 and (y) 15% of the consolidated total assets of the Borrower and its Restricted Subsidiaries.

7.6. Restricted Payments. Declare or pay any dividend (other than dividends payable solely in common stock (including warrants, rights or options relating thereto of the Person making such dividend)) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Group Member (collectively, "Restricted Payments"), except that:

(a) any Restricted Subsidiary may make Restricted Payments to the Borrower or any Subsidiary Guarantor;

(b) any Restricted Subsidiary that is not a Loan Party may make Restricted Payments to any other Restricted Subsidiary that is not a Loan Party;

(c) the Borrower may make repurchases of Capital Stock deemed to occur upon (i) the exercise of stock options, rights or warrants issued in accordance with any stock option plan, any management, director and/or employee stock ownership or incentive plan if such Capital Stock represents a portion of the exercise price of such options, rights or warrants or (ii) the election of an employee to have the Borrower withhold shares of Capital Stock to cover withholding taxes due upon the vesting of restricted stock awards with any stock option plan or any management, director and/or employee stock ownership or incentive plan to the extent that such Capital Stock represents the amount that the Borrower is required to withhold to cover state and federal income taxes;

(d) so long as (i) no Default or Event of Default then exists or would result therefrom and (ii) immediately after giving effect to the making of such Restricted Payment and the incurrence of any Indebtedness in connection therewith, the Consolidated First Lien Net Leverage Ratio shall be equal to or less than 2.00:1.00 and the Consolidated Total Net Leverage Ratio shall be equal to or less than 3.00:1.00 in each case for the most recently ended fiscal quarter for which financial information has been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) (with such compliance to be determined (x) as though such incurrence had been consummated as of the first day of the applicable fiscal period and (y) disregarding the proceeds of any such Indebtedness in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)), the Borrower may make Restricted Payments;

(e) the Borrower may make repurchases of its Capital Stock not to exceed $25,000,000 in any fiscal year of the Borrower; and

(f) so long as (i) no Default or Event of Default then exists or would result therefrom and (ii) immediately after giving effect to the making of such Restricted Payment and the incurrence of any Indebtedness in connection therewith, the Consolidated First Lien Net Leverage Ratio shall be equal to or less than the ratio required pursuant to Section 7.1(a) for the most recently ended fiscal quarter for which financial information has been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) (with such compliance to be determined (x) as though such incurrence had been consummated as of the first day of the applicable fiscal period and (y) disregarding the proceeds of any such Indebtedness in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)), the Borrower may make Restricted Payments in an aggregate amount not to exceed the Available Amount; provided, that the requirement set forth in clause (ii) above shall not apply until the aggregate amount of Restricted Payments made pursuant to this Section 7.6(f) shall exceed $5,000,000.

7.7. Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or make any other investment in, any other Person (all of the foregoing, "Investments"), except:

(a) extensions of trade credit in the ordinary course of business;

(b) investments in Cash Equivalents;

(c) Guarantee Obligations permitted by Section 7.2;

(d) loans and advances to directors, officers and employees of any Group Member in the ordinary course of business (including for travel, entertainment and relocation expenses) in an aggregate amount for the Group Members not to exceed $1,000,000 at any one time outstanding;

(e) [reserved];

(f) Investments in assets useful in the business, other than current assets, of the Group Members made by any Group Member with the proceeds of any Reinvestment Deferred Amount;

(g) intercompany Investments (i) by any Group Member in the Borrower or any Person that, prior to such investment, is a Subsidiary Guarantor and (ii) by any Restricted Subsidiary that is not a Loan Party in any other Restricted Subsidiary that is not a Loan Party; and

(h) the purchase or other acquisition (a "Permitted Acquisition") of all (other than immaterial amounts of such Capital Stock such as directors' qualifying shares) of the Capital Stock of any Person, or all or substantially all of the assets of any Person, or all or substantially all of a line of business, division or business unit of any Person; provided, that with respect to each purchase or other acquisition made pursuant to this Section 7.7(h):

(i) such Person (in the case of the acquisition of all of the Capital Stock of such Person) or any existing or newly created Subsidiary that acquires the applicable property shall be (or upon consummation of such acquisition, become) wholly owned directly by the Borrower or one or more of its wholly-owned Restricted Subsidiaries (including as a result of a merger or consolidation) and such Person shall comply with any applicable requirements of Section 6.10;

(ii) (A) immediately before and immediately after giving effect on a pro forma basis to any such purchase or other acquisition, no Event of Default shall have occurred and be continuing and (B) immediately after giving effect to such purchase or other acquisition (and any related Dispositions and retirement of Indebtedness), the Group Members shall be in pro forma compliance with the covenants set forth in Section 7.1 for the most recently ended fiscal quarter for which financial information has been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) (with such compliance to be determined (x) as though such purchase or other acquisition had been consummated as of the first day of the applicable fiscal period, (y) as if such purchase or acquisition is a Material Acquisition (even if such purchase or acquisition does not involve the payment of consideration by the Group Members in excess of $25,000,000) and (z) disregarding the proceeds of any Indebtedness incurred in connection therewith in calculating the Consolidated First Lien Net Leverage Ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)); and

(iii) the aggregate cash consideration given by the Group Members for all acquisitions consummated after the Amendment No. 1 Effective Date in reliance on this clause (h) of (A) Persons that do not, upon the acquisition thereof, become Subsidiary Guarantors or (B) assets that are not acquired by Loan Parties shall not exceed (x) $100,000,000 (or $150,000,000, if on a pro forma basis the Consolidated First Lien Net Leverage Ratio is equal to or less than 2.25:1.00 for the most recently ended fiscal quarter for which financial information has been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) (with such compliance to be determined (1) as though such purchase or other acquisition had been consummated as of the first day of the applicable fiscal period and (2) disregarding the proceeds of any Indebtedness incurred in connection therewith in calculating the Consolidated First Lien Net Leverage Ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)) plus (y) the Available Amount.

(i) promissory notes and other non-cash consideration received in connection with Dispositions permitted by Section 7.5 or received in connection with collections and compromises of accounts receivable in the ordinary course of business;

(j) Investments acquired as a result of the purchase or other acquisition by any Group Member in connection with a Permitted Acquisition; provided, that such Investments were not made in contemplation with such Permitted Acquisition and were in existence at the time of such Permitted Acquisition;

(k) Investments in joint ventures in an aggregate amount (valued at cost) not to exceed $10,000,000; provided, that with respect to joint ventures in which no Group Member has any existing Investment on the Amendment No. 1 Effective Date, the aggregate amount (valued at cost) of such Investments shall not exceed $5,000,000;

(l) in addition to Investments otherwise expressly permitted by this Section, Investments by the Group Members in an aggregate amount (valued at cost) not to exceed $75,000,000 since the Amendment No. 1 Effective Date;

(m) the Group Members may make other Investments in an aggregate amount not to exceed the Available Amount at such time; and

(n) Investments existing on the Amendment Signing Date and set forth on Schedule 7.7(n) and any modification, refinancing, renewal, refunding, replacement or extension thereof; provided that the amount of any Investment permitted pursuant to this Section 7.7(n) is not increased from the amount of such Investment on the Amendment Signing Date.

For purposes of calculating the amount of any Investment, such amount shall equal (x) the amount actually invested less (y) any repayments, interest, returns, profits, dividends, distributions, income and similar amounts actually received in cash from such Investment (from dispositions or otherwise) (which amount referred to in this clause (y) shall not exceed the amount of such Investment at the time such Investment was made).

7.8. Payments and Modifications of Certain Debt Instruments. (a) Make or offer to make any optional or voluntary payment or prepayment of principal, repurchase or redemption of or otherwise optionally or voluntarily defease or segregate funds with respect to any unsecured Indebtedness or any Subordinated Indebtedness, other than (i) with the Declined Prepayment Amount to the extent that it has not otherwise been applied by the Borrower to make any payment of any other Indebtedness of the Group Members, (ii) intercompany Indebtedness among Loan Parties, (iii) intercompany Indebtedness among Subsidiaries that are not Loan Parties, (iv) payments by a Subsidiary that is not a Loan Party in respect of Indebtedness owed to a Loan Party, (v) any cash settlement elected to be delivered by the Borrower upon the conversion of Convertible Securities in accordance with its terms and (vi) in an amount equal to the Available Amount; provided that no payment of Subordinated Indebtedness (including any scheduled payments of principal or interest) shall be permitted if an Event of Default has occurred and is continuing or if such payment is otherwise in violation of the subordination provisions of such Subordinated Indebtedness; provided further that no payment of Subordinated Indebtedness (including any scheduled payments of principal or interest) shall be permitted pursuant to clause (vi) above unless immediately after giving effect to the making of such payment, the Consolidated First Lien Net Leverage Ratio shall be equal to or less than the ratio required pursuant to Section 7.1(a) for the most recently ended fiscal quarter, such compliance to be determined (x) on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b).

(b) Amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of any unsecured Indebtedness or any Subordinated Indebtedness (other than any such amendment, modification, waiver or other change that (i) would not adversely affect the interests of the Lenders and (ii) does not involve the payment of a consent fee).

(c) Designate any Indebtedness (other than (i) obligations of the Loan Parties pursuant to the Loan Documents and Indebtedness incurred pursuant to Section 7.2(b) and (ii) obligations of the Loan Parties with respect to Refinancing Indebtedness and any Permitted Refinancing of the Indebtedness outstanding under Section 7.2(b), which obligations are, in each case, pari passu in right of payment to the Obligations) as "Senior Indebtedness" (or any other defined term having a similar purpose) for the purposes of any Subordinated Indebtedness.

7.9. Transactions with Affiliates. Enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than the Borrower or any Subsidiary Guarantor) unless such transaction is (a) otherwise permitted under this Agreement and (b) upon fair and reasonable terms no less favorable to the Borrower or any of its relevant Restricted Subsidiaries than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate; provided, that the foregoing restriction in clause (b) shall not apply to (i) transactions between or among the Loan Parties; (ii) transactions permitted under Section 7.6; (iii) the payment of customary directors' fees and indemnification and reimbursement of expenses to directors, officers or employees; (iv) any issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment agreements, stock options and stock ownership plans approved by the Borrower's Board of Directors; (v) employment and severance arrangements entered into in the ordinary course of business between the Borrower or any Subsidiary and any employee thereof and approved by the Borrower's Board of Directors; and (vi) intercompany transactions undertaken in good faith (as certified by a Responsible Officer of the Borrower) for the purpose of improving the consolidated tax efficiency of the Group Members.

7.10. Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by any Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of any Group Member, other than the Permitted Sale and Leaseback.

7.11. Swap Agreements. Enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which any Group Member has actual exposure (other than those in respect of Capital Stock) 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, from floating to fixed rates or otherwise) with respect to any interest-bearing liability or investment of any Group Member.

7.12. Changes in Fiscal Periods. Permit the fiscal year of the Borrower to end on a day other than December 31 or change the Borrower's method of determining fiscal quarters.

7.13. Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of the any Group Member to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure its obligations under the Loan Documents to which it is a party other than (a) (i) this Agreement and the other Loan Documents, (ii) any agreement governing any Indebtedness incurred pursuant to Section 7.2(v), so long as any such agreement is not more restrictive than the Loan Documents and (iii) any agreement governing any Permitted Refinancing in respect of the Loans or Indebtedness incurred pursuant to Section 7.2(v), in each case, with respect to this clause (iii), so long as any such agreement is not more restrictive than the Loan Documents and such Indebtedness, as applicable, (b) any agreements governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby), (c) any agreement in effect at the time any Restricted Subsidiary becomes a Restricted Subsidiary of the Borrower, so long as such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary of the Borrower, as such agreement may be amended, restated, supplemented, modified extended renewed or replaced, so long as such amendment, restatement, supplement, modification, extension, renewal or replacement does not expand in any material respect the scope of any restriction contemplated by this Section 7.13 contained therein or (d) customary provisions restricting assignments, subletting, sublicensing, pledging or other transfers contained in leases, subleases, licenses or sublicenses, so long as such restrictions are limited to the property or assets subject to such leases, subleases, licenses or sublicenses, as the case may be.

7.14. Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary of the Borrower to (a) make Restricted Payments in respect of any Capital Stock of such Restricted Subsidiary held by, or pay any Indebtedness owed to, any Group Member, (b) make loans or advances to, or other Investments in, any Group Member or (c) transfer any of its assets to any Group Member, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under (A) the Loan Documents, (B) any agreement governing Indebtedness incurred pursuant to Section 7.2(v) or (C) any agreement governing Permitted Refinancing in respect of the Loans or any Indebtedness incurred pursuant to Section 7.2(v), in each case so long as any such agreement is not more restrictive than the Loan Documents and such Indebtedness, as applicable, (ii) any restrictions with respect to a Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Restricted Subsidiary, (iii) any restriction under any agreement in effect at the time any Restricted Subsidiary becomes a Restricted Subsidiary of the Borrower, so long as such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary of the Borrower, as such agreement may be amended, restated, supplemented, modified extended renewed or replaced, so long as such amendment, restatement, supplement, modification, extension, renewal or replacement does not expand in any material respect the scope of any restriction contemplated by this Section 7.14 contained therein or (iv) customary provisions restricting assignments, subletting, sublicensing, pledging or other transfers contained in leases, subleases, licenses or sublicenses, so long as such restrictions are limited to the property or assets subject to such leases, subleases, licenses or sublicenses, as the case may be.

7.15. Lines of Business. Enter into any business, either directly or through any Restricted Subsidiary, except for those businesses in which the Group Members are engaged on the Amendment No. 1 Effective Date or that are reasonably related, incidental or complementary thereto, or reasonable extensions thereof.

7.16. Use of Proceeds and Letters of Credit. No Borrowing will be made or Letter of Credit issued, and no proceeds of any Borrowing will be used, (i) for the purpose of funding payments to any officer or employee of a Governmental Authority, Person controlled by a Governmental Authority, political party, official of a political party, candidate for political office or other Person acting in an official capacity, in each case in violation of applicable Anti-Corruption Laws, (ii) for the purpose of financing the activities of any Sanctioned Person or (iii) in any manner that would result in the violation of Anti-Terrorism Law or Sanctions by any party hereto.

SECTION 8. EVENTS OF DEFAULT

8.1. Events of Default. If any of the following events shall occur and be continuing:

(a) the Borrower shall fail to pay any principal of any Loan or Reimbursement Obligation when due in accordance with the terms hereof; or the Borrower shall fail to pay any interest on any Loan or Reimbursement Obligation, or any other amount payable hereunder or under any other Loan Document, within five days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in Section 3.1(c), clause (i) or (ii) of Section 6.4(a) (with respect to the Borrower only), Section 6.7(a) or Section 7 of this Agreement or Section 5.5(b) of the Guarantee and Collateral Agreement; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section), and such default shall continue unremedied for a period of 30 days after notice to the Borrower from the Administrative Agent or the Required Lenders; or

(e) the Borrower or any Restricted Subsidiary shall (i) default in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, and including, for purposes of this Section 8.1(e), obligations in respect of Swap Agreements, but excluding the Loans) on the scheduled or original due date with respect thereto; (ii) default in making any payment of any interest on any such Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, but without any further lapse of time, such Indebtedness to become due prior to its stated maturity or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; provided, that (A) a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness the aggregate outstanding principal amount (valued, in the case of a Swap Agreement, as the maximum aggregate amount (giving effect to any netting arrangements) that the Borrower or any Restricted Subsidiary would be required to pay if such Swap Agreement were terminated at such time) of which is $15,000,000 or more and (B) an event or condition described in clause (iii) of this paragraph (e) shall not include any conversion or exchange of Convertible Securities or the occurrence of any conversion or exchange trigger (other than any conversion or exchange trigger that would otherwise constitute an Event of Default) that results in such Convertible Securities becoming convertible or exchangeable, as applicable; or

(f) (i) the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets; or (ii) there shall be commenced against the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed or undischarged for a period of 60 days; or (iii) there shall be commenced against the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) shall authorize any action set forth in clause (i), (ii), or (iii) above; or (v) the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or (vi) or the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) shall make a general assignment for the benefit of its creditors; or

(g) (i) an ERISA Event or a Foreign Plan Event shall have occurred, (ii) a trustee shall be appointed by a United States district court to administer any Pension Plan, (iii) the PBGC shall institute proceedings to terminate any Pension Plan(s), (iv) any Group Member 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 such entity does not have reasonable grounds for contesting such Withdrawal Liability or is not contesting such Withdrawal Liability in a timely and appropriate manner; or (v) any other event or condition shall occur or exist with respect to a Plan, a Foreign Benefit Arrangement or a Foreign Plan; and in each case in clauses (i) through (v) above, such event or condition, together with all other such events or conditions, if any, could reasonably be expected to have a Material Adverse Effect; or

(h) one or more final monetary judgments or decrees shall be entered against any Group Member (to the extent not paid or covered by insurance as to which the relevant insurance company has not denied coverage) of $15,000,000 or more, which such judgments or decrees are not paid, discharged, satisfied, annulled, rescinded, vacated, discharged, stayed or bonded pending appeal for a period of 60 consecutive days; or

(i) any of the Security Documents shall cease, for any reason, to be in full force and effect, or any Loan Party or any Affiliate of any Loan Party shall so assert, or any Lien created by any of the Security Documents shall cease to be enforceable and of the same effect and priority purported to be created thereby other than pursuant to the terms hereof or such Security Document; or

(j) the guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert; or

(k) a Change in Control shall occur;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Revolving Commitments to be terminated forthwith, whereupon the Revolving Commitments shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. With respect to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder and under the other Loan Documents. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower hereunder and under the other Loan Documents shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto). Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

8.2. Application of Proceeds. The proceeds received by the Administrative Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Administrative Agent of its remedies shall be applied, in full or in part, together with any other sums then held by the Administrative Agent pursuant to this Agreement, promptly by the Administrative Agent as follows:

(a) First, to the payment of all reasonable costs and expenses, fees, commissions and taxes of such sale, collection or other realization including compensation to the Administrative Agent and its agents and counsel, and all expenses, liabilities and advances made or incurred by the Administrative Agent in connection therewith and all amounts for which the Administrative Agent is entitled to indemnification pursuant to the provisions of any Loan Document, together with interest on each such amount pursuant to Section 2.14 from and after the date such amount is due, owing or unpaid until paid in full;

(b) Second, to the payment of all other reasonable out-of-pocket costs and expenses of such sale, collection or other realization including compensation to the other Secured Parties and their agents and counsel and all costs, liabilities and advances made or incurred by the other Secured Parties in connection therewith, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(c) Third, to the payment in full in cash of the principal amount of the Obligations (excluding Obligations in respect of Specified Cash Management Agreements), any interest and premium thereon and any breakage, termination or other payments under agreements giving rise to Obligations and any interest accrued thereon; and

(d) Fourth, to the payment in full in cash of the principal amount of the Obligations in respect of Specified Cash Management Agreements, and any interest and premium thereon; and

(e) Fifth, the balance remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated, if any, to the person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns) or as a court of competent jurisdiction may direct.

Notwithstanding the foregoing, no amount received from any Subsidiary Guarantor shall be applied to any Excluded Swap Obligation of such Subsidiary Guarantor.

In the event that any such proceeds are insufficient to pay in full the items described in clauses (a) through (e) of this Section 8.2, the Loan Parties shall remain liable, jointly and severally, for any deficiency.

SECTION 9. THE AGENTS

9.1. Appointment. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement, the other Loan Documents, and the Specified Swap Agreements and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement, the other Loan Documents, and the Specified Swap Agreements and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement, the other Loan Documents, and the Specified Swap Agreements, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the

Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

9.2. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

9.3. Exculpatory Provisions. (a) Neither any Agent nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

(b) Any assignor of a Loan or seller of a participation hereunder shall be entitled to rely conclusively on a representation of the assignee Lender or Participant in the relevant Assignment and Assumption or participation agreement, as applicable, that it meets the requirements of this Agreement to be an assignee or Participant. No Agent shall have any responsibility or liability for monitoring the list or identities of, or enforcing provisions relating to, Disqualified Lenders or Competitors.

9.4. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy or email message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. If the payee of any Note is listed as a Lender in the Register, the Administrative Agent may deem and treat the payee of any Note as the owner thereof to the extent of such Payee's registered principal and stated interest on any Loan for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

9.5. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders); provided, that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

9.6. Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time,

continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates.

9.7. Indemnification. The Lenders agree to indemnify the Administrative Agent and its officers, directors, employees, affiliates, agents, advisors and controlling persons (each, an "Agent Indemnitee") (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent Indemnitee under or in connection with any of the foregoing; provided, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee's gross negligence, bad faith or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

9.8. Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

9.9. Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent upon 30 days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint a successor agent for the Lenders, which shall be a financial institution, which successor agent shall (unless an Event of Default under Section 8.1(a) or Section 8.1(f) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is 30 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 9 and of Section 10.5 shall continue to inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

9.10. Agents. None of the Co-Syndication Agents, the Co-Documentation Agents or the Lead Arrangers shall have any duties or responsibilities hereunder in its capacity as such.

SECTION 10. MISCELLANEOUS

10.1. Amendments and Waivers(a) . Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such

instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided that no such waiver and no such amendment, supplement or modification shall (i) forgive the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date of any amortization payment in respect of any Term Loan, reduce the stated rate of any interest or fee payable hereunder (except (x) in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Majority Facility Lenders of each adversely affected Facility) and (y) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Revolving Commitment, in each case without the written consent of each Lender directly affected thereby; (ii) eliminate or reduce the voting rights of any Lender under this Section 10.1 without the written consent of such Lender; (iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Subsidiary Guarantors from their obligations under the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders; (iv) reduce the percentage specified in the definition of Majority Facility Lenders with respect to any Facility without the written consent of all Lenders under such Facility; (v) amend, modify or waive any provision of Section 9 or any other provision of any Loan Document that primarily affects the Administrative Agent without the written consent of the Administrative Agent; (vi) [reserved]; (vii) amend, modify or waive any provision of Section 3 without the written consent of the Issuing Lender; (viii) amend Section 2.23 without the written consent of the Required Lenders, the Administrative Agent and the Issuing Lender; (ix) amend, modify or waive any provision of Section 8.2 without the written consent of all Lenders; or (x) amend Section 3.1(c) without the consent of Lenders holding more than 50% of the Revolving Commitments in respect of the applicable maturing Revolving Commitments (or, if the Revolving Commitments in respect of such tranche have been terminated, the Total Revolving Extensions of Credit then outstanding in respect of such maturing tranche); provided further that (A) this Agreement and the other Loan Documents may be amended solely with the consent of the Administrative Agent to incorporate the terms of any Extension or any Incremental Facility, (B) the conditions set forth in Section 5.3 may be waived solely with the consent of the Majority Facility Lenders in respect of the Revolving Facility and (C) this Agreement may be amended solely with the consent of the Borrower and the Majority Facility Lenders with respect to the applicable Facility with respect to any amendments or modifications that affect only such Facility (it being understood that increases in the Applicable Margin, amendments or modifications to the amortization of the Term Loans as in effect on the Amendment No. 1 Effective Date, any amendment to the Maturity Date such that the Term Loans mature prior to the Maturity Date as in effect on the Amendment No. 1 Effective Date and any waiver of conditions to the provision of any Incremental Facility shall be deemed to affect each Facility). Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon. To the extent that this Section 10.1 requires the consent of all Lenders to any amendment, waiver or modification, a Defaulting Lender's vote shall not be included; provided, that (i) such Defaulting Lender's Commitment may not be increased or extended without its consent and (ii) the principal amount of, or interest or fees payable on, Loans or L/C Disbursements may not be reduced or excused or the scheduled date of payment may not be postponed as to such Defaulting Lender without such Defaulting Lender's consent.

In connection with any proposed amendment, modification, waiver or termination (a "Proposed Change") requiring the consent of all Lenders or all directly and adversely affected Lenders, if the consent of the Required Lenders (and, to the extent any Proposed Change requires the consent of Lenders holding Loans of any Class pursuant to clause (v) of the preceding paragraph of this Section, the consent of the Majority Facility Lenders of the outstanding Loans and unused Commitments of such Class) to such Proposed Change is obtained, but the consent to such Proposed Change of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in this Section 10.1 being referred to as a "Non-Consenting Lender"), then, so long as the Lender that is acting as Administrative Agent is not a Non-Consenting Lender, the Borrower may, at its sole expense and effort, upon three Business Days' written notice to such Non-Consenting Lender and the Administrative Agent, require such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.6; provided that such Lender shall be deemed to have executed the applicable Assignment and Assumption), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided, that (a) the Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 10.6(b) for an assignment of Loans or Commitments, as applicable (and, if a Revolving Commitment is being assigned, each Issuing Lender), which consent shall not unreasonably be withheld, (b) such Non-Consenting Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in L/C Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including amounts payable pursuant to Section 2.20), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (c) unless waived, the Borrower or such assignee shall have paid to the Administrative Agent the processing and recordation fee specified in Section 10.6(b) and (d) the assignee shall

consent to such Proposed Change.

Notwithstanding the foregoing, this Agreement may be amended (x) with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing, replacement or modification of all or any portion of the outstanding Term Loans or the term loans under any Incremental Term Facility ("Replaced Term Loans") with a replacement term loan hereunder ("Replacement Term Loans"); provided, that (a) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Replaced Term Loans, (b) the terms of Replacement Term Loans are (excluding pricing, fees, rate floors and optional prepayment or redemption terms), taken as a whole, no more favorable to the lenders providing such Replacement Term Loans than those applicable to the Replaced Term Loans (other than any covenants or other provisions applicable only to periods after the later of the Final Maturity Date and the Final Revolving Termination Date), (c) the maturity date of such Replacement Term Loans shall not be earlier than the maturity date of the Replaced Term Loans and (d) the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the weighted average life to maturity of such Replaced Term Loans at the time of such refinancing and (y) with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Revolving Facility (as defined below) to permit the refinancing, replacement or modification of all or any portion of the Revolving Facility or any Incremental Revolving Facility (a "Replaced Revolving Facility") with a replacement revolving facility hereunder (a "Replacement Revolving Facility"); provided that (a) the aggregate amount of such Replacement Revolving Facility shall not exceed the aggregate amount of such Replaced Revolving Facility, (b) the termination date of such Replacement Revolving Facility shall be no earlier than the termination date of the Replaced Revolving Facility and (c) the terms of any such Replacement Revolving Facility are (excluding pricing, fees, rate floors and optional prepayment or redemption terms), taken as a whole, no more favorable to the lenders providing such Replacement Revolving Facility than those applicable to the Replaced Revolving Facility (other than any covenants or other provisions applicable only to periods after the later of the Final Maturity Date and the Final Revolving Termination Date).

Notwithstanding the foregoing, the Administrative Agent and the Borrower may amend any Loan Document to correct any obvious errors, mistakes, omissions, defects or inconsistencies, or to effect administrative changes that are not adverse to any Lender, and such amendment shall become effective without any further consent of any other party to such Loan Document other than the Administrative Agent and the Borrower.

10.2. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of the Borrower and the Administrative Agent, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

Borrower:	12808 Gran Bay Parkway West Jacksonville, Florida 32258 Attention: Chief Financial Officer Facsimile: (904) 880-0350 Telephone: (904) 680-6600
dministrative Agent:	JPMorgan Chase Bank, N.A. 500 Stanton Christiana Road, Ops 2 Floor: 03 Newark, DE 19713-2107 Attention: JPM Loan & Agency Services Group Facsimile: (302) 634-1417 Email: 12012443577@tls.ldsprod.com Telephone: (302) 634-1929 With copies to: JPMorgan Chase Bank, N.A. 383 Madison Avenue, Floor 24 New York, New York 10179 Attention: Tina Ruyter Facsimile: (212) 270-5127 Telephone: (212) 270-4676
JPMorgan Chase Bank, N.A., as Issuing Lender:	JPMorgan Chase Bank, N.A. 10420 Highland Manor Dr., 4th Floor Tampa, Florida 33610 Attention: Standby LC Unit

Facsimile: (212) -270-5100
Email: gts.ib.standby@jpmchase.com
Telephone: (212) 270-2348

provided, that any notice, request or demand to or upon the Administrative Agent or the Lenders shall not be effective until received.

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 pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided, that approval of such procedures may be limited to particular notices or communications.

10.3. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.4. Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5. Payment of Expenses and Taxes. The Borrower agrees (a) to pay or reimburse the Administrative Agent and the Lead Arrangers for all of their respective reasonable and documented out-of-pocket costs and expenses incurred in connection with the syndication of the Facilities and the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees and disbursements of one firm of counsel to the Administrative Agent and the Lead Arrangers (and, if necessary, one local counsel in any relevant jurisdiction) and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Amendment No. 1 Effective Date (in the case of amounts to be paid on the Amendment No. 1 Effective Date) and from time to time thereafter on a quarterly basis or such other periodic basis as the Administrative Agent shall deem appropriate, in each case, together with backup documentation supporting such reimbursement request, (b) to pay or reimburse each Lender and the Administrative Agent for all its reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the fees and disbursements of counsel to the Administrative Agent and the Lenders; provided, that the Borrower shall not be liable for the fees and disbursements of more than one separate firm for the Administrative Agent and the Lenders (unless there shall exist an actual conflict of interest among the Administrative Agent and the Lenders (or among the Lenders), in which case the Borrower shall be liable for the fees and disbursements of another separate local counsel for the affected Person) and one local counsel in any material jurisdiction (unless there shall exist an actual conflict of interest among the Administrative Agent and the Lenders (or among the Lenders), in which case the Borrower shall be liable for the fees and disbursements of another separate local counsel for the affected Person), (c) to pay, indemnify, and hold each Lender and the Administrative Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and similar taxes, if any, other than those found by a final and nonappealable decision of a court of competent jurisdiction to have been caused by the willful misconduct, bad faith or gross negligence of the Administrative Agent or any Lender that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender and the Administrative Agent and each of their respective affiliates and the respective officers, directors, employees, agents, advisors, partners, representatives and controlling persons of each of the foregoing (each, an "Indemnitee") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, judgments, suits or actions or other legal proceedings (whether brought by a third party or the Borrower or other Loan Party), costs, expenses or disbursements of any kind or nature whatsoever arising out of the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Borrower or any Subsidiary or any of the Properties, any Environmental Claims, and the reasonable and documented fees and expenses of legal counsel (provided that the Borrower shall not be liable for the fees and expenses of more than one separate firm for the Indemnitees (unless there shall be an actual conflict of interest among the Indemnitees, in which case the Borrower shall be liable for the fees and expenses of another separate local counsel for the affected Indemnitees) and one local counsel in any material jurisdiction)

(unless there shall be an actual conflict of interest among the Indemnitees, in which case the Borrower shall be liable for the fees and expenses of another separate local counsel for the affected Indemnitees) in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the "Indemnified Liabilities"); provided, that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities (x) to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its affiliates or their respective officers, directors or employees or (y) arising out of a dispute solely between Indemnitees not involving an act or omission by the Borrower or any of its Affiliates (other than any such indemnified liabilities asserted against any Indemnitee in its capacity, or in fulfilling its role, as an agent or Lead Arranger or similar role for any Facility (including any Incremental Facility)); provided further that, this Section 10.5(d) shall not apply to Taxes other than any Taxes that represent losses or damages arising from any non-Tax claim. None of the Borrower, any Lender or any Agent shall be liable for any special, indirect, consequential or punitive damages (other than as required pursuant to Section 10.5(c) or (d)). Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 10.5 shall be payable not later than 10 days after written demand therefor. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to Chief Financial Officer (Telephone No. (904) 680-6600) (Telecopy No. (904) 880-0350), at the address of the Borrower set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 10.5 shall survive the termination of this Agreement and the repayment of the Loans and all other amounts payable hereunder.

10.6. Successors and Assigns; Participations and Assignments. (a) 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 the Issuing Lender that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower 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.

(a) (i) Any Lender may assign to one or more assignees (other than to a Disqualified Lender, a natural person, the Borrower, the Borrower's Affiliates, any Competitor or any Competitor Affiliate) (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Borrower; provided, that no consent of the Borrower shall be required (i) for an assignment of all or any portion of a Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund (as defined below), (ii) for an assignment of Revolving Commitments or Revolving Loans to a Revolving Lender or an Affiliate of a Revolving Lender or (iii) if an Event of Default under Section 8.1(a) or (f) has occurred and is continuing, for an assignment of all or any portion of a Term Loan, Revolving Commitments or Revolving Loans to any other Person; provided further that, prior to the date that is 30 days after the Closing Date, no consent of the Borrower shall be required with respect to any assignment of all or any portion of a Loan in connection with the initial syndication of the Loans; provided further that the Borrower shall be deemed to have consented to any assignment of a Term Loan unless the Borrower has objected thereto by written notice to the Administrative Agent within 10 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 of all or any portion of a Term Loan to a Lender, an affiliate of a Lender or an Approved Fund; and

(C) the Issuing Lender, only if such assignment is of a Revolving Loan.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans under any Facility, the amount of the Commitments 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 $2,500,000 (in the case of Term Loans) and $5,000,000 (in the case of the Revolving Facility) unless each of the Borrower and the Administrative Agent otherwise consent; provided, that (1) no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its affiliates or Approved Funds, if any;

(B) (1) 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 and (2) the assigning Lender shall have paid in full any amounts owing by it to the Administrative Agent; and

(C) 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 Borrower and its Affiliates 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 and state securities laws.

For the purposes of this Section 10.6, "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.

(ii) [Reserved].

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, 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 2.18, 2.19, 2.20 and 10.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 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 the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive (absent manifest error), and the Borrower, the Administrative Agent, the Issuing Lender and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(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 paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(b) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (other than to a Disqualified Lender, any Competitor, any Competitor Affiliate, a natural person, the Borrower or the Borrower's Affiliates) (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided, that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, the Issuing Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided, that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 10.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of, and subject to the limitations of, Sections 2.18, 2.19 and 2.20 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 also shall be entitled to the benefits of Section 10.7(b) as though it were a Lender; provided, such Participant shall be subject to Section 10.7(a) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent such entitlement to receive a greater payment results from a change in any Requirement of Law that occurs after the Participant acquired the applicable participation, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. No Participant shall be entitled to the benefits of Section 2.19 unless such Participant complies with Sections 2.19(d), (e) and (f) as if it were a Lender. Each Lender that sells a participation, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall 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, each Loan Party and the Administrative Agent shall treat each person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(c) 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 pledge or assignment to secure obligations to a Federal Reserve Bank or any other central 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 pledgee or Assignee for such Lender as a party hereto.

(d) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above; provided, that a transfer of any Note may be effected only by the surrender of the original Note and either re-issuance by the Borrower of the original Note to a new holder or the issuance by the Borrower of a new Note to a new holder.

(e) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 10.6(b). The Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

(f) Notwithstanding anything to the contrary herein, no addition to the list of Competitors shall retroactively disqualify a Lender or Participant who became a Lender or Participant prior to such addition (or any prospective Lender or Participant who entered into an Assignment or Assumption or participation agreement prior to effectiveness of such addition with an effective date after effectiveness of such addition).

10.7. Adjustments; Set-off. (a) Except to the extent that this Agreement or a court order expressly provides for payments to be allocated to a particular Lender or to the Lenders under a particular Facility, if any Lender (a "Benefitted Lender") shall receive any payment of all or part of the Obligations owing to it (other than in connection with an assignment made pursuant to Section 10.6), or receive any Collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 8.1(f), or otherwise), in a greater proportion than any such payment to or Collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such Collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such Collateral ratably with each of the Lenders; provided that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(a) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any Obligations becoming due and payable by the Borrower (whether at the stated maturity, by acceleration or otherwise), to apply to the payment of such Obligations, by setoff or otherwise, any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender, any affiliate thereof or any of their respective branches or agencies to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such application made by such Lender; provided, that the failure to give such notice shall not affect the validity of such application.

10.8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of an original executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

10.9. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10. Integration. This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the

Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10.11. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK;** provided, however, that (a) the interpretation of the definition of Target Material Adverse Effect and whether there shall have occurred a Target Material Adverse Effect, (b) whether the Acquisition has been consummated as contemplated by the Acquisition Agreement and (c) whether the representations and warranties made by the Target in the Acquisition Agreement are true and correct and whether as a result of any inaccuracy thereof the Borrower (or an Affiliate thereof) has an obligation to close under, or the right to terminate its obligations under, the Acquisition Agreement, or to otherwise not consummate the Acquisition, shall be determined in accordance with the internal laws of the State of Delaware (without regard to principles of conflict of laws).

10.12. Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general 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 (except that, (x) in the case of any Mortgage or other Security Document, proceedings may also be brought by the Administrative Agent or collateral agent in the state in which the respective Mortgaged Property or Collateral is located or any other relevant jurisdiction and (y) in the case of any bankruptcy, insolvency or similar proceedings with respect to any Loan Party, actions or proceedings related to this Agreement and the other Loan Documents may be brought in such court holding such bankruptcy, insolvency or similar proceedings);

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower, as the case may be at its address set forth in Section 10.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

10.13. Acknowledgements. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Administrative Agent and Lenders, on one hand, the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Lenders.

10.14. Releases of Guarantees and Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Administrative Agent is hereby irrevocably authorized by each Lender (without requirement of notice to or consent of any Lender except as expressly required by Section 10.1) to take any action requested by the Borrower having the effect of releasing any Collateral or Guarantee Obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 10.1 or (ii) under the circumstances described in paragraph (b) below.

(a) At such time as the Loans, the Reimbursement Obligations and the other obligations under the Loan Documents (other than obligations under or in respect of Specified Cash Management Agreements) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Loan Party under the Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person.

10.15. Confidentiality. Each of the Administrative Agent and each Lender agrees to keep confidential all Information (as defined below); provided, that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such Information (a) to the Administrative Agent, any other Lender or any affiliate thereof, (b) subject to an agreement to comply with the provisions of this Section, to any actual or prospective Transferee or any direct or indirect counterparty to any Swap Agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates, provided that such Persons have been advised of the confidentiality provisions hereof and are subject thereto, (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, (i) in connection with the exercise of any remedy hereunder or under any other Loan Document, (j) if agreed by the Borrower in its sole discretion, to any other Person or (k) to any regulatory or self-regulatory agency having supervisory authority over any Lender in connection with an examination of such Lender by such agency. "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent or any Lender on a non-confidential basis prior to disclosure by the Borrower and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry; provided that in the case of information received from the Borrower after the Amendment No. 1 Effective Date, such information is clearly identified at the time of delivery as confidential.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Borrower 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 and state securities laws.

All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower 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 and state securities laws.

10.16. **WAIVERS OF JURY TRIAL. THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

10.17. Patriot Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act.

10.18. Usury Savings. Notwithstanding any other provision herein, the aggregate interest rate charged hereunder, including all charges or fees in connection therewith deemed in the nature of interest under applicable law, shall not exceed the Highest Lawful Rate (as such term is defined below). If the rate of interest (determined without regard to the preceding sentence) under this Agreement at any time exceeds the Highest Lawful Rate (as defined below), the outstanding amount of the Loans made hereunder shall bear interest at the Highest Lawful Rate until the total amount of interest due hereunder equals the amount of interest which would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect. In addition, if and when the Loans made hereunder are repaid in full the total interest due hereunder (taking into account the increase provided for above) is less than the total amount of interest which would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect, then to the extent permitted by law, the Borrower shall pay to the Administrative Agent an amount equal to the difference between the amount of interest paid and the amount of interest which would have been paid if the Highest Lawful Rate had at all times been in effect. Notwithstanding the foregoing, it is the intention of the Lenders and the Borrower to conform strictly to any applicable usury laws. Accordingly, if any Lender contracts for, charges, or receives any consideration which constitutes interest in excess of the Highest Lawful Rate, then any such excess shall be cancelled automatically and, if previously paid, shall at such Lender's option be applied to the outstanding amount of the Loans made hereunder or be refunded to the Borrower. As used in this paragraph, the term "Highest Lawful Rate" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may

hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws now allow.

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.

Annex II

EXHIBIT H-1

[FORM OF]

TERM LOAN NOTE

$[_]
[ ], 201_ New York, New York

FOR VALUE RECEIVED, **WEB.COM GROUP, INC.**, **a Delaware corporation ("Borrower")**, promises to pay [_], **("Payee")** or its registered assigns, on or before **March 31, 2021**, the lesser of (a) [_] **($[_])** and (b) the unpaid principal amount of all advances made by Payee to Borrower as Term Loans under the Credit Agreement referred to below.

Borrower also promises to pay interest on the unpaid principal amount hereof, from the date hereof until paid in full, at the rates and at the times which shall be determined in accordance with the provisions of that certain Credit Agreement, dated as of **September 9, 2014** (as it may be amended, supplemented or otherwise modified, the **"Credit Agreement"**; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among **BORROWER**, as Borrower, the Lenders party thereto from time to time, the Co-Syndication Agents named therein, the Co-Documentation Agents named therein and **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent.

This Note is one of the Notes issued pursuant to and entitled to the benefits of the Credit Agreement, to which reference is hereby made for a more complete statement of the terms and conditions under which the Term Loans evidenced hereby were made and are to be repaid.

All payments of principal and interest in respect of this Note shall be made in lawful money of the United States of America in same day funds at the Funding Office of the Administrative Agent or at such other place as shall be designated in writing for such purpose in accordance with the terms of the Credit Agreement. Unless and until an Assignment and Assumption effecting the assignment or transfer of the obligations evidenced hereby shall have been accepted by Administrative Agent and recorded in the Register, Borrower, each Agent and the Lenders shall be entitled to deem and treat Payee as the owner and holder of this Note and the obligations evidenced hereby. Payee hereby agrees, by its acceptance hereof, that before disposing of this Note or any part hereof it will make a notation hereon of all principal payments previously made hereunder and of the date to which interest hereon has been paid; provided, the failure to make a notation of any payment made on this Note shall not limit or otherwise affect the obligations of Borrower hereunder with respect to payments of principal of or interest on this Note.

This Note is subject to mandatory prepayment and to prepayment at the option of Borrower, each as provided in the Credit

Agreement.

Upon the occurrence and during the continuance of an Event of Default, the unpaid balance of the principal amount of this Note, together with all accrued and unpaid interest thereon, may become, or may be declared to be, due and payable in the manner, upon the conditions and with the effect provided in the Credit Agreement.

The terms of this Note are subject to amendment only in the manner provided in the Credit Agreement.

No reference herein to the Credit Agreement and no provision of this Note or the Credit Agreement shall alter or impair the obligations of Borrower, which are absolute and unconditional, to pay the principal of and interest on this Note at the place, at the respective times, and in the currency herein prescribed.

Borrower and any endorsers of this Note hereby consent to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waive diligence, presentment, protest, demand notice of every kind and, to the full extent permitted by law, the right to plead any statute of limitations as a defense to any demand hereunder (except as expressly provided in the Credit Agreement and the Loan Documents).

[Signature Page Follows]

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

WEB.COM GROUP, INC.

By: _

Name: _

Title: _

TRANSACTIONS ON
TERM LOAN NOTE

Date	Amount of Loan Made This Date	Amount of Principal Paid This Date	Outstanding Principal Balance This Date	Notation Made By

EXHIBIT H-2

[FORM OF]

REVOLVING LOAN NOTE

$[_]
[ ], 201_ New York, New York

FOR VALUE RECEIVED, **WEB.COM GROUP, INC.**, **a Delaware corporation ("Borrower")**, promises to pay **[_], ("Payee")** or its registered assigns, on or before **March 31, 2021**, the lesser of (a) **[_] ($[_])** and (b) the unpaid principal amount of all advances made by Payee to Borrower as Revolving Loans under the Credit Agreement referred to below.

Borrower also promises to pay interest on the unpaid principal amount hereof, from the date hereof until paid in full, at the rates and at the times which shall be determined in accordance with the provisions of that certain Credit Agreement, dated as of **September 9, 2014** (as it may be amended, supplemented or otherwise modified, the **"Credit Agreement"**; the terms defined

therein and not otherwise defined herein being used herein as therein defined), by and among **BORROWER**, as Borrower, the Lenders party thereto from time to time, the Co-Syndication Agents named therein, the Co-Documentation Agents named therein, and **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent.

This Note is one of the Notes issued pursuant to and entitled to the benefits of the Credit Agreement, to which reference is hereby made for a more complete statement of the terms and conditions under which the Revolving Loans evidenced hereby were made and are to be repaid.

All payments of principal and interest in respect of this Note shall be made in lawful money of the United States of America in same day funds at the Funding Office of the Administrative Agent or at such other place as shall be designated in writing for such purpose in accordance with the terms of the Credit Agreement. Unless and until an Assignment and Assumption effecting the assignment or transfer of the obligations evidenced hereby shall have been accepted by Administrative Agent and recorded in the Register, Borrower, each Agent and the Lenders shall be entitled to deem and treat Payee as the owner and holder of this Note and the obligations evidenced hereby. Payee hereby agrees, by its acceptance hereof, that before disposing of this Note or any part hereof it will make a notation hereon of all principal payments previously made hereunder and of the date to which interest hereon has been paid; provided, the failure to make a notation of any payment made on this Note shall not limit or otherwise affect the obligations of Borrower hereunder with respect to payments of principal of or interest on this Note.

This Note is subject to mandatory prepayment and to prepayment at the option of Borrower, each as provided in the Credit Agreement.

Upon the occurrence and during the continuance of an Event of Default, the unpaid balance of the principal amount of this Note, together with all accrued and unpaid interest thereon, may become, or may be declared to be, due and payable in the manner, upon the conditions and with the effect provided in the Credit Agreement.

The terms of this Note are subject to amendment only in the manner provided in the Credit Agreement.

No reference herein to the Credit Agreement and no provision of this Note or the Credit Agreement shall alter or impair the obligations of Borrower, which are absolute and unconditional, to pay the principal of and interest on this Note at the place, at the respective times, and in the currency herein prescribed.

Borrower and any endorsers of this Note hereby consent to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waive diligence, presentment, protest, demand notice of every kind and, to the full extent permitted by law, the right to plead any statute of limitations as a defense to any demand hereunder (except as expressly provided in the Credit Agreement and the Loan Documents).

[Signature Page Follows]

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

WEB.COM GROUP, INC.

By: _

Name: _

Title: _

TRANSACTIONS ON
REVOLVING LOAN NOTE

Date	Amount of Loan Made This Date	Amount of Principal Paid This Date	Outstanding Principal Balance This Date	Notation Made By